

EXHIBIT "B"

PROJECT: 475 9th Avenue

DATE: January 25, 2002

TRADE: CARPENTRY & DRYWALL

31. Include all sales and/or use taxes applicable.
32. Install access doors for mechanical trades in all gypsum board work. Mechanical Contractors will provide locations and doors but this Contractor will be responsible for their installation. All access doors to be as per architectural details. All access doors thru fire rated partitions must have the appropriate UL and/or B.S. and A labels.
33. Receive, handle and install gasketing at apartment entrance doors required to achieve required sound rating between corridor and apartment.
34. Include early start of layouts. Immediately after stripping and cleaning by concrete Contractor, this Contractor will layout all partitions on the floor and paint lines to prevent their erasure.
35. This Contractor is hereby made aware of the fact that the construction of the apartments in this building is to be of the highest quality including special sound proofing requirements between apartments as indicated on drawings. This Contractor will take all possible measures to provide acoustic treatment in an effective manner to meet the requirements of this design. The Owner or Architect reserve the right to perform sound tests at the start of the apartment drywall construction and establish performance criteria which must be met for the balance of the project. This Contractor will be responsible for any partition work that does not live up the requirements of the sound transmission rating noted in these tests.
36. This Contractor shall unload, handle, distribute, and install all bifold doors, saddles and track as indicated on drawings or approved mock-up.
37. The cutting and/or slotting furring for electrical conduit or BX included in this contract. This shall include framing and bridging for all mechanical, sprinkler and plumbing piping passing through partitions.
↑ PERPENDICULAR
38. Installation of all paint grade millwork is included in this contract. Items are to include but not be limited to:
 - a. Wood base in all apartments.
 - b. Wood shelving in all apartments.
 - c. Hollow core doors for all interior doors.
 - d. Bi-fold doors
 - e. Wire shelving where shown

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39. All acoustical tile ceilings as shown on drawings are included in this contract, if shown.
40. The following items are included in this contract:
- a. ~~Sheetrock wall in center between stairs.~~ EXCLUDED
 - b. ~~Rigid insulation at the elevator shaft walls where shown on Architectural drawings.~~ EXCLUDED
 - c. Supply and install insulation on the underside of the garage and cellar ceiling.
41. All supports for all ceilings are to be shot into the concrete above.
42. Include installation of temporary cylinder in all apartment entrance doors which will be replaced with permanent cylinder prior to occupancy.
43. Qualifications or exclusions contained in this Contractor's Proposal for the work are not accepted or agreed to unless specifically incorporated into this Exhibit.
44. Notwithstanding anything mentioned in plans and specifications to the contrary, it is understood and agreed that the within contract price is predicated on the complete installation of all Carpentry and Drywall work. All work to be done in first-class workmanlike manner to the complete satisfaction of Owner/and Construction Manager, and it also includes any and all items normally required to provide a complete, first-class job in every detail without any extras whatsoever. Any items, whether mentioned in the plans or specifications or in neither, but if they go to making a complete job, are hereby included as this Contractor has already included cost of same in the within contract price.
45. This Contractor will submit for approval all shop drawings, samples, and product data for all installation and equipment. By so doing, this Contractor represents that he has verified all materials, and field construction criteria as relates to his work or will do so prior to installation. He further certifies that his submittal has been coordinated with the contract documents for his work and those related trades. Any deviations shall be called to the attention of the Architect in writing and are wholly subject to their approval. The Architect's approval will not excuse deviation from the intent or requirements of the contract documents unless so specifically stated in that same approval.
46. This Contractor shall submit to the Construction Manager, a trade payment breakdown. Upon approval by the Construction Manager, the approval trade payment breakdown shall become a part of this contract.

R & J
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47. This Contractor represents that he is familiar with, and has expertise in the scope of this work. This Contractor agrees that the contract includes all work for that scope as may be required for a complete installation following the best workmanship and practice of the industry for maximum quality, service ability and appearance.
48. Materials manufactured and deliveries made shall be by workmen whose trade affiliations shall not cause strikes or work stoppages on the job.
49. The contract documents are complementary and what is required by one shall be required by all. If a conflict or multiplicity occurs in the contract documents, the most stringent provision or costly method shall be deemed to have been included in the contract.
50. Wherever the word "subcontractor" appears in the specifications or on the drawings, it shall be deemed to mean this Contractor.
51. All materials are subject to the approval of the Architect and Owner.
52. ^{THIS CONTRACTOR} ~~Material which has become damaged in any way by this Contractor~~ during storage and delivery shall not be used and shall be replaced by this Contractor at no additional cost.
53. This Contractor has examined the site and the contract documents, and reviewed the designated areas of access and delivery for his use and agrees that such areas are satisfactory and sufficient for his needs in the prosecution of his work in conformance with the terms of this contract.
54. This Contractor is to be responsible for employing proper tradesmen per union jurisdiction past, present, and future. This Contractor is also responsible for taking whatever measures that may be necessary to settle any labor disputes and insure job continuity.
55. Should questions of union jurisdiction arise, this Contractor shall immediately take steps to settle such disputes and shall use such labor as may be determined to have jurisdiction, at no additional cost to the Owner. Should he fail to take expeditious action, this Contractor shall be responsible to the Owner for any time lost because of delays arising from such disputes.

S. R. & J. E.
JAN 25 2002

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56. This contractor shall perform all engineering and layout for his own work. If axis lines are provided by the Construction Manager, it is this Contractor's responsibility to check all axis lines prior to use. This Contractor shall be solely responsible for maintaining the line and grade tolerance required.
57. Before installation of any material, this Contractor shall examine the material to which it is to be applied and shall notify the Construction Manager in writing of all defects which would affect the quality and appearance of the work applied in place. Proceeding with installation, shall constitute acceptance of the existing conditions as meeting all requirements for a proper installation.
58. During the course of this work, this Contractor shall provide protection for and be responsible for damage to adjacent work resulting from his operation.
59. This Contractor is responsible for handling and rigging his material and equipment.
60. All installation shall comply with all safety requirements in accordance with OSHA regulations, State of New York and New York City regulations.
61. This Contractor shall provide adequate manpower to keep up with the progress of the job. It is understood that this Contractor shall perform this work during normal working hours. However, this Contractor will work overtime at his own expense when work is behind due to lack of performance by ~~the C.F.~~ All costs of all standby trades will be charged to this Contractor when this overtime is required.
THIS CONTRACTOR
62. This Contractor shall temporarily protect any permanently installed work that may be damaged during his work. All work will be performed in accordance with all safety regulations.
63. Field tickets for authorized work must be presented for signature to the Construction Managers Superintendent daily and invoiced within thirty (30) days, after receipt by the sub-contractor otherwise claim will be rejected. Construction Manager signature indicates only the following:
 - a. The signature of Project Superintendent signifies that work was done and verifies time and material expended
 - b. The actual determination of work being extra to the contract must be established by the Project Manager and approved by the Owner.

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64. This Contractor shall keep a schedule as follows.
- a. Layout of floors, complete, one (1) week after brick layer completes his perimeter work and layout shall not be more than two (2) floors behind brick layer.
 - b. Framing shall be complete at three (3) floors every two (2) weeks.
 - c. D/W shall be installed at three (3) floors every two (2) weeks.
 - d. Kitchen cabinets shall be installed two (2) floors every week.
65. This Contract shall included 100 hours for patching and repairs as directed by the Construction Manager.
66. This Contractor shall perform out of sequence work at the sales office which will be located on the 9th floor and comprise of 4 apartments. Contractor to restore sales office to intended condition after sales program has completed.
67. All interior partition framing, ceiling and soffit framing to be 25 ga. (excluded are heavier gauges).
68. Wet areas are to receive green board only (excluded are cement board and dense shield).
69. Apt. demising partitions are unbalanced single-double, not double-double as previously indicated.
70. Board to be Type "X" not Type "C".

71. Loading of sheetrock and metals studs to be done on Saturdays. P & J has included premium time for R & J employees. VJB is to pay for hoist and standby trades.

Exclusions

- a. Wood privacy fence
- b. Install glass frames at laundry and gym
- c. Wood window blocking
- d. Type GA partition set wall at adjacent building
- e. Canopy ceilings A 207
- f. A408 (S) L trim to be prepared before window stools
- g. Insulation attached to refuse chute
- h. 12 gauge plate A501 use 20 gauge
- i. Toilet accessories
- j. Plinthead under granite counter tops
- k. 11 x 1/2 x 3/16 bent plate clip to secure 24" ne secured in vertically for additional support in kitchen pass through
- l. Miscellaneous item
- m. Wood panels in lobby A507
- n. List of Dond. See Alternate
- o. From Exhibit B No 14 Temporary protection over existing roof adjoining building. For adjoining property on drawings
- p. From Exhibit B No 22 Installation of wall panels
- q. From Exhibit B No 24 Contractor to check axis lines before proceeding with layout
- r. From Exhibit B No 31 Installation of mailboxes
- s. From Exhibit B No 32 Sheet rock wall in center between stair
- t. From Exhibit B No 33 Insulation on elevator shafts and shaft in mail rooms

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ALTERNATE PRICES

Alternate prices are subject to Contract terms and are inclusive of taxes, insurance and all other contract conditions.

ALTERNATE NO. 1

If this Contractor provides 100% Payment and Insurance Performance Bond.

Add \$39,000 L.S.

2 R & J
CONSTRUCTIVE

EXHIBIT B
SUBCONTRACTOR'S INSURANCE REQUIREMENTS - NY

Subcontractor shall maintain during the progress of the Work, and any extended warranty period as required by the Contract Documents or by law, insurance with the minimum limits and coverage as shown below or, if higher, the requirements set forth in the Agreement between the Owner and the Contractor. The insurance coverage and limits that are required in this exhibit shall not limit the subcontractor's liability in any way.

A) Workers' Compensation Insurance with the following features:

- Workers' Compensation including Occupational Disease meeting the statutory requirements of the State in which the work is to be performed.
- Other States Endorsement providing coverage for all states.
- Employers' Liability with policy limits of \$500,000/accident/employee. Limits also apply when work performed in monopolistic states.
- Waiver of rights of subrogation against Contractor except as prohibited by the applicable laws of the state.
- Alternate Employer Endorsement (NCCI form #WC 00 03 01 A) naming Contractor as Alternate Employer if Subcontractor is an employee leasing firm or will supply equipment with operator.

B) Commercial General Liability Insurance with the following features:

- Occurrence Coverage under the Commercial General Liability ISO form.
- Limits not less than

\$2,000,000 \$2,000,000 \$2,000,000 \$1,000,000 \$ 5,000 \$ 250,000 \$2,000,000	General Aggregate/Per Project products/completed operations aggregate Each Occurrence personal injury & advertising injury Medical Expense (Any one Fire) environmental (Subcontractors involved in environmental remediation only)
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- All named Additional Insured shall be named additional insured in a form equivalent in all respects to ISO 1992 form CG 2010. Copies of policy additional insured endorsements must be provided with the certificate of insurance prior to mobilization on the site.
- Owner, Architect and others are additional insured as required in the Contract Documents. Please include the following as an additional insured:

- ♦ Kajima Construction/VJB LLC
- ♦ VJB Construction Corp. – 200 West 56th St., New York, NY 10019
- ♦ Kajima International and all its subsidiaries (Kajima Construction Services Inc., Kajima Associates Inc., Kajima Associates/Architects, A Professional Corporation).
- ♦ 475 Ninth Avenue Associates LLC
- ♦ Dermot Meridian LLC; Dermot Property Associates LP; Dermot Capital Company LLC; The Dermot Company Inc.; Meridian Realty Partners LLC; Stephen N. Benjamin; William P. Dickey – P.O. Box 2309 Del Mar, CA 92014-1609
- ♦ Mercantile-Safe Deposit and Trust Company, in its capacity as trustee of the AFL-CIO Building Investment Trust and not in its corporate capacity. – institutional Real Estate Eighth Floor Two Hopkins Plaza, Baltimore, MD 21201 Attn: Mr. William White
- ♦ First Union National Bank and It's Successors And/Or Assigns – 12 East 49th St. 37th Fl., New York, NY 10017
- ♦ New York City Housing Development Corporation And It's Successors And/Or Assigns – 110 William St., 10th Fl., New York, NY 10038
- ♦ Fleet National Bank, As Administrative Agent And It's Successors And/Or Assigns - 1133 Avenue of Americas, New York, NY 10036
- ♦ Key Bank National Association
- ♦ H. Thomas O'Hara Architect and Gorton Associates Inc.
- ♦ The Port Authority of New York & New Jersey, General Manager, Risk Management – 241 Erie St., Rm 301, Jersey City, NJ 07310
- ♦ The City of New York, The Department of Transportation, Bureau of Permit Management – 40 Worth St., New York, NY 10013
- ♦ New York City Department of Buildings, Borough of Manhattan – 60 Hudson St., New York, NY 10003
- Other insurance clause to be deleted and insurance is to apply on a primary basis for additional insured. Rights of subrogation against additional insured are waived and evidence of waiver shall be in a form equivalent in all respects to ISO 1984 form CG 24 04 11 85. A copy of the policy endorsement for waiver of subrogation must be submitted with the insurance certificate prior to mobilization on the site.

Insurance carried by the additional insured shall be non-contributory and will apply excess of the subcontractor's insurance for the additional insured only.

- Coverage includes but is not limited to: premises/operations, underground explosion & collapse, products/completed operations, contractual liability, independent contractors, broad form property damage, personal injury, elevators.
- Products/Completed operations coverage must be maintained for a period of two years after final completion of the project or for such longer period of time as is described in the Contract. Subcontractor shall furnish Contractor with certificate of insurance annually during this period.

C) Commercial Automobile Liability Insurance with the following features:

- Occurrence basis covering all owned, non-owned and hired autos.
- Minimum combined single limit of \$1,000,000 per occurrence for bodily injury, including death, and property damage.

D) Umbrella and Excess Liability Insurance with the following features:

- Provides excess coverage for Employers Liability, Commercial General Liability, and Auto Liability, with the same features as A, B, and C above;
- Limits not less than:

• Excavation Subcontractors:	\$5,000,000
• Concrete Subcontractors:	\$5,000,000
• Curtain wall Subcontractors	\$5,000,000
• Electrical Subcontractors:	\$5,000,000
• Mechanical/HVAC Subcontractors:	\$5,000,000
• Plumbing Subcontractors.	\$5,000,000
• Framing & Steel Subcontractors:	\$5,000,000
• Elevator Subcontractors:	\$5,000,000
• Super Structure Concrete	\$10,000,000
• All Other Subcontractors	\$2,000,000
• Environmental Remediation	\$8,000,000

E) Certificates of Insurance and Endorsements

- Prior to mobilization at the job site, a Certificate of Insurance and a copy of the Additional Insured Endorsement on forms acceptable to Contractor must be delivered to Contractor stating that coverage will not be altered, canceled or allowed to expire without (30) days written notice by registered mail to Contractor. Language in the Certificate of Insurance making the carrier's obligation to advise Contractor of the forgoing requirements discretionary will be removed and

the words "endeavor to" shall be stricken. Insurance companies listed on the certificate must have an A.M. Best Rating of A or better.

- Failure to obtain a Certificate of Insurance prior to the commencement of work shall not be deemed to be a waiver of Contractor's right to enforce this paragraph or subcontractor's obligation to comply with this paragraph.
- If any of the above coverages are subject to or are in excess of any deductibles or self-retention, these amounts must be stated on the Certificate, and said deductibles and self-retention will be the sole responsibility of Subcontractor.
- It is understood and agreed that authorization is hereby granted to Contractor to withhold payments to Subcontractor until a properly executed Certificate of Insurance as required above is delivered to Contractor accompanied by a signed subcontract or purchase order.

F) Sub-subcontractor Insurance Requirements

Subcontractor shall obtain equivalent insurance coverage from each of its sub-subcontractors or suppliers prior to their commencement of work. Insurance requirements set forth herein shall become and be part of any purchase order or subcontract issued by Subcontractor as though fully set forth in said purchase order or subcontract.

G) Property Insurance

Contractor may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Contract with Owner. Should Subcontractor use such items, Subcontractor shall provide:

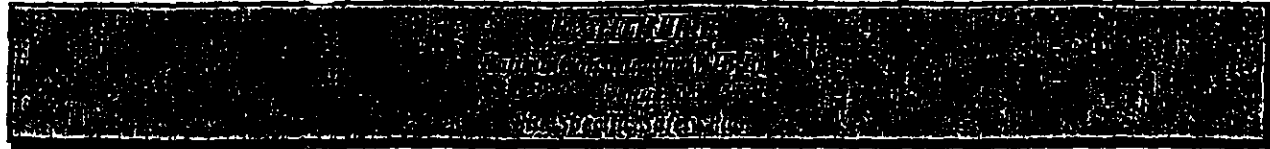
- Insurance on a replacement cost basis for damage to the items. Such insurance shall include a provision for a waiver of subrogation in favor of Contractor. Insurance shall be on a primary basis. Contractor's insurance shall be non-contributory.
- Insurance against any claim of injury (including death) or damage arising out of the use of or existence of said items while in the care, custody or control of the Subcontractor. Limits of liability, and other provisions, shall not be less than as stated in B) above.

Subcontractor shall carry all-risk property insurance sufficient to cover any loss or damage to equipment, tools and other property owned or leased by the Subcontractor. The insurance shall contain a waiver of subrogation against the Contractor and the Owner

- H) If Subcontractor or its sub-subcontractor performs design services, the Subcontractor will purchase and maintain or require its sub-subcontractor to purchase and maintain professional liability insurance with limits of at least \$1,000,000 and with the following

coverages, punitive damages (where not prohibited by law), limited contractual liability, retroactive date prior to work, extended reporting period of 36 months. A certificate of insurance must be submitted as per E) above.

- I) Should Subcontractor fail or neglect to provide the required insurance, Contractor shall have the right, but not the duty, to provide such insurance and deduct from any money that may be due or become due to Subcontractor any and all premiums paid by contractor for and on account of said insurance.



1. **INTRODUCTION:** This Site Specific Safety Plan is designed to address potential occupational safety and health hazards identified by Kajima Construction/VJB LLC during pre-project planning. It is a contract document and will be enforced by Kajima Construction/VJB LLC in the same manner as all other contractual requirements. This document, in addition to Federal, State, Local, and subcontractor safety and health requirements and applicable building codes must be included within each subcontractor training program and initial site safety training. It is intended that this document will provide information for workers regarding anticipated hazard exposure and the steps required in the avoidance of hazards. Kajima Construction/VJB LLC acknowledges that all contingencies cannot be identified in advance and this plan may be modified dependent upon identification of additional hazards.

2. **RESPONSIBILITY:** This document does not, in any way, release the subcontractor (all tiers) from the responsibility of providing properly trained and qualified employees in accordance with all Federal, State and Local Safety and Health Standards, Labor Codes and Building Codes. It is not intended to release the subcontractor from the responsibility to ensure that all work is performed in accordance with Federal, State, Local, Client, and Kajima Construction/VJB LLC established safety standards, Labor Laws and/or Building Codes. Subcontractors are reminded that it is their responsibility to provide employees' with a work place free from recognized hazards. All workers at this site are reminded of their responsibility to work safely and report all accidents, incidents and potential safety hazards. The safety of workers, client employees and the general public will not be compromised for production or any other reason. A subcontractor employee with current first aid and CPR training will be on site at all times when subcontractors or their sub tiers are working.

3. **PROTECTION OF SIDEWALKS:**
 - a) Sidewalk sheds must be permitted. Sheds permits will be posted in the General Contractors Field Office and clearly visible.
 - b) Plans for all sidewalk sheds will be kept at the General Contractors Field Office and available for review.
 - c) The designer and/or the supplier of the sidewalk sheds will provide written documentation to the Site Safety Manager, certifying that all sheds have been constructed in accordance with the plans approved by the Department of Building and that a Form B-23 has been filed.
 - d) Sheds may not be removed until the following items are satisfactorily completed.
 - (1) The structure is enclosed.
 - (2) All exterior work is completed.
 - (3) The sash is glazed above the second story.
 - (4) The exterior of the façade is cleaned
 - (5) Outside handling of material, equipment and machinery is complete.
 - (6) Material hoists are dismantled.
 - (7) Tower or climber cranes is complete or use of a derrick above the second floor to remove is complete.
 - e) All openings in the sidewalk sheds, fences and railings shall be kept closed, barricaded, protected or guarded at all times.
 - f) Sidewalk sheds will extend around the entire perimeter of the building.
 - g) Once the height of 100 feet has been attained, sidewalk sheds must extend 20' beyond the property line.

- h) All sidewalk sheds will be illuminated at night by the equivalent of 200 watt bulbs, spaced no more than 15 feet apart at a minimum of 8 feet in height above the floor. Safety Cages will be provided over all bulbs.
- i) Any temporary footbridge or walkway must be provided and maintained at a width of 4 feet (minimum).

4. **WARNING SIGNS AND LIGHTS:**

- a) Areas considered dangerous and hazardous to the public or areas where work is performed near vehicular traffic must be appropriately marked by warning signs and warning lights.
- b) All steps necessary to protect the public will be taken.
- c) When intermittent operations are conducted on or across areas open to the public or when dangerous operations such as blasting are undertaken, flagmen will be provided.

5. **MAINTENANCE OF SITE AND PROTECTION OF ADJACENT PROPERTY:**

- a) When the height of the building under construction exceeds the height of any adjoining property, the adjoining property shall be protected.
- b) Where workers or the general public can be exposed electrically charged parts/equipment, moving or rotating equipment, or dangerous parts of machines and construction equipment will be provided with guards, shields or barricades to prevent accidental contact.
- c) All potential tripping hazards to the public, e.g. hose lines, wire ropes, slings, electrical cords will re-routed or guarded to remove the hazard.

6. **SITE SECURITY:**

7. **STATEMENT OF KAJIMA CONSTRUCTION/VJB LLC SAFETY POLICY:** All employees of Kajima Construction/VJB LLC, all contractors, subcontractors and sub-tier contractors engaged in this project shall institute, enforce and maintain safety measures in compliance with this site safety plan and provide all equipment or temporary construction/repair to safeguard the public, the workers and property affected by their operations. The Kajima Construction/VJB LLC Project Superintendent and/or Project Manager will ensure that the Site Safety Manager and/or the Alternate Site Safety Manager are on site at all times during the project work.

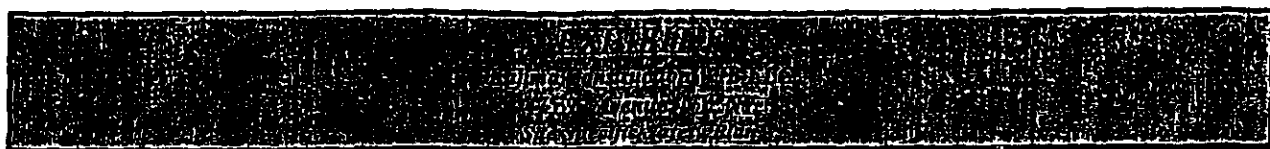
8. **SITE SAFETY MANAGER/ALTERNATE SITE SAFETY MANAGER:**

- a) Kajima Construction/VJB LLC has appointed Mr. Ralph Wicks as a qualified Site Safety Manager (NYC License Number _____; Expiration Date _____) who is assigned the responsibilities described in this site safety program, submitted to the Department of Buildings pursuant to Local Law 45. By this exhibit to the subcontract, all supervisory personnel, subcontractors and subcontractors' employees are notified of the identity and responsibilities of the Site Safety Manager. The Site Safety Manager is responsible for monitoring compliance with the Buildings Department regulations regarding site safety and compliance with this Site Safety Plan; compliance and implementation of all orders and directives relating to safety requirements and is empowered with the authority to take any and all steps, including the stoppage of work, to maintain a safe work environment and compliance with safety standards.
- b) Kajima Construction/VJB LLC has appointed _____ as the qualified Site Safety Manager (NYC License Number _____; Expiration Date _____), who is assigned the responsibilities described in this site safety program, submitted to the Department of Buildings pursuant to Local Law 45, when directed by the assume the responsibility by the Site Safety Manager or in the absence of the Site Safety

Manager. By this exhibit to the subcontract, all supervisory personnel, subcontractors and subcontractors' employees are notified of the identity and responsibilities of the Alternate Site Safety Monitor. The Alternate Site Safety Manager is responsible for all items and duties assigned to the Site Safety Manager when directed by the Site Safety Manager or in the absence of the Site Safety Manager. The Alternate Site Safety Manager is also granted the same empowerment as the Site Safety Manager up to and including the stoppage of work.

c) Site Safety Manager Responsibilities:

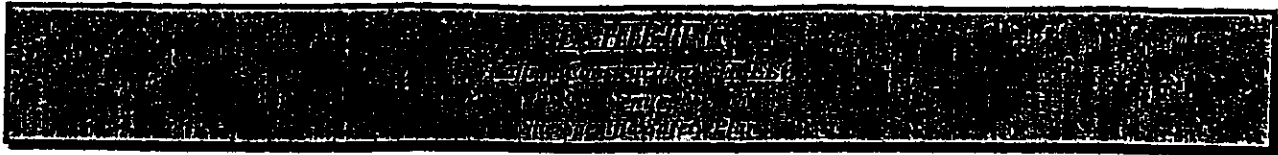
- (1) On discovery of a violation or violations of the Site Safety Plan, the Site Safety Manager will take immediate steps to eliminate the unsafe condition and/or remove exposed workers from the hazard. The Site Safety Manager will immediately notify the person or persons employed by the Contractor or Subcontractors of the violation and require their compliance in the elimination of the hazard. If the creating subcontractor fails to immediately abate the hazard, the Site Safety Manager will stop the subcontractors work, isolate the hazard and contact his immediate supervisor for assistance.
 - (i) In addition to other safety duties assigned by the owner or contractor, required to meet Federal, State, Client and the requirements of this exhibit, the following duties are assigned:
 - Monitor compliance with safety requirements of Subchapter 19 (Article 19 of Title C) of the Building Code.
 - Conduct and document a weekly safety meeting with the designated safety representative of each subcontractor.
 - Audit and inspect the job site daily to insure compliance with the provisions of Subchapter 19 (Article 19) , Federal, State and the site safety plan and comply with the documentation requirements of Subchapter 19 (Article 19) and this site safety plan. (See Attachment 6 to this Exhibit)
 - Notify the Chief Inspector of the Building Enforcement Special Team directly upon discovery of any of the below listed items during the performance of their assigned tasks:
 - (a) Any operation of a crane, derrick or other hoisting equipment on the construction site without a permit and who refuses to cease operating the equipment.
 - (b) The absence of any flagman required during crane operations where required by the Building Code.
 - (c) The absence of any sidewalk shed required by the site safety plan.
 - (d) The absence of any permit required for sidewalk sheds.
 - (e) The absence of compliance with erection requirement certification by any designer and/or supplier of sidewalk sheds that have been constructed.
 - (f) The absence of permits for any scaffold constructed at the site or lack of compliance with applicable safety requirements for any permitted scaffold.
 - (g) Any accident involving the public and/or private or public property.
 - Notify the Construction Manager, General Contractor, creating Subcontractor, and all subcontractors whose employees may be exposed,



when violations of Subchapter 19 (Article 19); Federal and State Safety Standards; and this exhibit have been noted.

- Make daily entries to the site safety log prior to 0700 hours of the day following the inspection activities.
 - Insure that he/she or their designated alternate sign the log and the beginning of each day.
 - Insure that he/she or their designated alternate are present at the job sites while all work is being performed.
 - Insure that the alternate signs in on the log if, at any time during the day, the Site Safety Manager must depart the site.
 - The following items will be recorded in the Site Safety Log (See Attachment 4 to this Exhibit)
 - (a) Details of the areas inspected by the Site Safety Manager
 - (b) The name of companies and representatives attending the weekly safety meeting.
 - (c) The date, location and description of any unsafe act or condition observed.
 - (d) The name of the company/company representative notified, date and time of notification regarding unsafe acts or conditions.
 - (e) The corrective action taken, including date, time and name of company/representative taking the corrective action.
 - (f) All accidents involving the public or damage to public and/or private property.
 - (g) All violations, stop work orders or summonses issued by the Department of Buildings to include date issued and date lifted or dismissed.
 - (h) Date and location of installed horizontal and vertical netting.
 - (i) Date and location of testing, inspection, repair and/or replacement of installed horizontal and vertical netting.
 - (j) Date of removal of horizontal or vertical netting.
 - (k) Date of attainment of 75 foot building height.
 - The following entries will be made to the Permit Log for any equipment requiring permits that is introduced to the job site: (See Attachment 5 to this Exhibit)
 - (a) Description of equipment.
 - (b) Location of equipment (annotated if moved)
 - (c) Permit number.
 - (d) Issue and expiration date of the permit.
 - (e) Certificate of inspection (if required).
- (2) On discovery of any safety hazard, violation, accident, incident or near miss, all subcontractors and subcontractor employees (at any tier) will immediately report the hazard, violation, accident, incident or near miss to their supervisor or foreman. The foreman will immediately contact the Site Safety Manager.

5. **SITE LOGISTICS AND SAFETY DIAGRAM:** The following items will be posted to the Site Logistics and Safety plan, Attachment 7, to this Exhibit. The Site Logistics and Safety Plan will be updated to reflect any changes, additions or deletions:



- a) Location of all construction fences at the job site.
- b) Location of all entry gates and use (personnel or equipment).
- c) Location of guard rail required for excavations.
- d) Location of sidewalk shed, including Department of Building Application Number and Permit Number.
- e) Location of temporary walkways including Department of Building Application Number and Permit Number.
- f) Location of temporary walkways including Department of Building Application Number and Permit Number.
- g) Location of footbridges and motor vehicle ramps including Department of Building Application Number and Permit Number.
- h) Protection of excavation sides including Department of Building Application and Permit Number when required for underpinning or shoring.
- i) Location of street and sidewalk closing including Department of Transportation Permit Number.
- j) Planned/approximate location of material and personnel hoists and loading areas including Department of Building Application Number and Permit Number.
- k) Location of surrounding buildings indicating occupancy, height and type of roof protection when required.
- l) Location of standpipe system and Siamese hose connections.
- m) Location of temporary elevators for Fire Department use when building reaches 75 feet.
- n) Location of all exterior contractors' sheds.
- o) Sidewalk and roadway width.
- p) Traffic flow information.
- q) All exits from the job site.
- r) Horizontal and vertical netting program including details of the initial installation, schedule of horizontal jumps and vertical installations; location of designated crane and derrick lifting area where horizontal netting will be omitted.
- s) Safety netting and scaffolding required by Section 27-1022 (C26-1901.6)

10. **PERMITS:** All permits will be obtained prior to the start of work and posted in the General Contractors Trailer including:

- a) New building permit
- b) Plumbing
- c) Electrical
- d) Water
- e) Fire
- f) Scaffold
- g) Sidewalk sheds.
- h) Material hoist
- i) Personnel hoist
- j) Site fences
- k) CD for cranes
- l) Department of Highway permits for sidewalk and street closings, storage of materials, trailers and sheds.
- m) Welding.

R & J
CONSTRUCTION

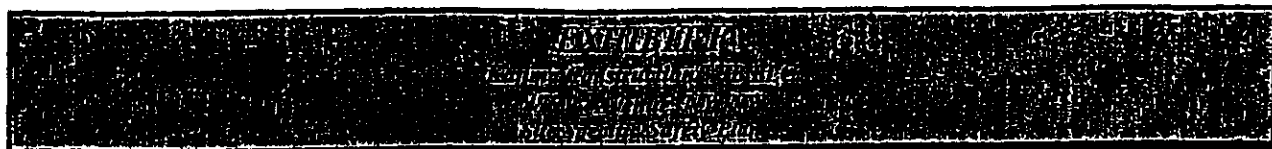


11. **PLANS:** All approved plans will be kept in the General Contractors Trailer including:
- Personnel Hoists
 - Material Hoists
 - Cranes
 - Site Safety Plan
 - Site Safety and Logistics Diagram.
12. **JOB SITE SIGNS:** The following Job Site Signs will be posted. (list is not all inclusive)
- "Post No Bills" will be stenciled conspicuously on all site perimeter fences and sidewalk sheds.
 - Name, address and phone number of the owner and contractor.
 - Building Department and Highway Department emergency telephone numbers.
 - "Danger – Hard hat and Safety Glasses Required Beyond This Point (at all entrances.)
 - No Drugs or Alcohol Permitted on this Job Site (at all entrances.
 - Fall Protection Required Beyond This Point (at all Controlled Access Zones)
 - Danger, Hole Cover, Do not remove. (on all floor and wall penetrations over 2")
 - Danger High Voltage – Do Not Enter (all electrical closets and generator locations)
 - Caution – Construction Vehicles Entering and Leaving Site (at all vehicle entrances and exits)
 - All signs required in the Building Code, Section 27-1009(o) (C26-1900.3) must contain the B.E.S.T. and Emergency Squad Telephone Number.
13. **DEFINITIONS:** The term *employer*, as used in this document, is defined as the subcontractor at all tiers. The term *employee* or *worker* is defined as any employee of the subcontractor at all tiers.
14. **COMPLIANCE/ENFORCEMENT:** Enforcement of safety and health requirements is the responsibility of the employer. Kajima Construction/VJB LLC may require the removal of any worker for failure to comply with safe work practices. If subcontractors fail to comply and/or enforce compliance with safe work practices, the subcontractor may be removed from the site. All fines or fees issued by the client, building owner or regulatory agency, including time and material charges for Kajima Construction Services, VJB and/or Kajima Construction/VJB LLC personnel, legal services or consultants, resulting from the negligence, of a subcontractor at any tier, will be back charged to the subcontractor. Further, Kajima Construction/VJB LLC will impose penalties to any subcontractor or sub tier subcontractor for failure to comply with established safety standards in accordance with the below listed schedule of penalties. Collected penalties will be used for site safety improvements to improve safety for all assigned to this project.
- | | | |
|----|---|-----------|
| a) | Failure to wear Personnel Protective Equipment | \$50.00 |
| b) | Failure to comply with document submission | \$50.00 |
| c) | Failure to wear fall protection equipment | \$1000.00 |
| d) | Failure to replace, repair, maintain or install' | |
| e) | Hole covers, fall protection devices, hand rails, guardrail | \$1000.00 |
15. **SUBCONTRACTOR AND SUB TIER:** Subcontractors must notify and request approval from Kajima Construction/VJB LLC prior to any sub tier contractor use at this site.
- A copy of the contract or purchase order between the subcontractor and the sub-tier must be provided to Kajima Construction/VJB LLC prior to mobilization of the sub-tier on site.

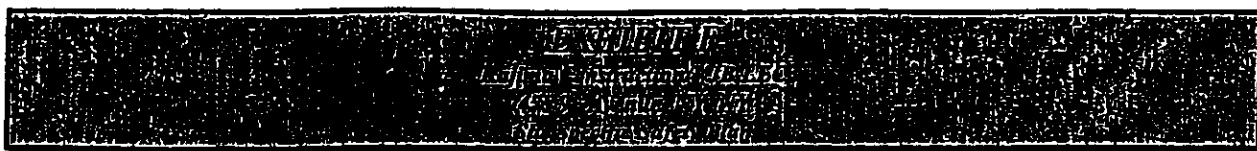
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STRUCTURE

- EXHIBIT B**
Kajima Construction/VJB LLC
Safety Requirements
- b) *Subcontractors are responsible for the safety performance of their sub tier. Any violations, citations, fines or fees resulting from the lack of safety compliance by the sub tier and their employees will be the responsibility of the subcontractor.*
 - c) *A qualified and competent site safety representative designated by the subcontractor will be present at the job site at all times while work is being performed by the sub-tier.*
 - d) *Documents required by this exhibit are required of the sub-tier.*
 - e) *Insurance certificates, policy endorsements and levels of insurance required by Exhibit B of this subcontract are also required of the sub-tier prior to mobilization at the job site.*
 - f) *Subcontractors will provide employees that are appropriately trained in the recognition and avoidance of hazards in the workplace; qualified to perform the work; qualified and authorized to use tools and equipment required in the performance of their work.*
 - g) *Subcontractors and Sub-tiers will be responsible for documenting the names of each employee present at the job site on a daily basis and, in the event of an emergency evacuation, conduct an attendance count and report any missing person to the Kajima Construction/VJB LLC Site Safety Manager, Fire Department or Emergency Services.*

16. **PROVISION OF EQUIPMENT:** Kajima Construction/VJB LLC does not supply safety equipment to subcontractors. A limited amount of Safety Head-Wear and Safety Eye-Wear may be available at the site. These items may be sold to the subcontractor for the fee of \$75.00 per item. Subcontractors are responsible, in accordance with OSHA standards, for training their employees in the safe wear, use, care and inspection of all safety equipment.
17. **ENVIRONMENTAL COMPLIANCE:** All subcontractors will ensure that environmental contaminants are not discharged to the ground, water or air and that all hazardous materials and material containers are disposed of in the appropriate manner. Any fuel tanks stored on site for the purpose of refueling vehicles and/or equipment will be:
- a) stored on an impervious material and enclosed in a dike
 - b) constructed with a double containment wall
 - c) protected from impact by vehicles and equipment
18. **SUBCONTRACTOR DOCUMENT REQUIREMENTS:**
- a) *The following documents must be submitted prior to mobilizing any subcontractor personnel or equipment at this site. There are no exceptions to these requirements. NO WORK WILL BE PERFORMED UNTIL ALL DOCUMENTS ARE SUBMITTED TO THE PROJECT SUPERINTENDENT.!*
 - (1) Current company health and safety policies and procedures.
 - (2) A detailed Steel Erection Plan including all fall protection requirements. (14 days prior to mobilizing)
 - (3) A detailed demolition plan including assessment of building stability during demolition; fall protection plan; floor weight capability versus intended load and disposal of demolition spoils plan. (14 days prior to mobilizing)
 - (4) Site Specific fall protection plans for all elevated work, roof work; leading edge work; controlled access work (i.e. decking and brick/block laying); and/or work at any unprotected elevation 5' or more above the surface. (14 days prior to mobilizing)
 - (5) Proof of scaffold fall protection hazard assessment and scaffold tagging system to be used. (Prior to construction of scaffold)
 - (6) Hazard Communication Program. (submit with signed contract)



- (7) Indexed Set of Material Safety Data Sheets for material on site only. *MSD's must be submitted at least 72 hours prior to the introduction of any hazardous material to this site. Submitted MSD's must be legible.*
 - (8) Substance Abuse Program which includes ability to conduct for cause and post accident testing. *(with signed contract)*
 - (9) Copy of Company Harassment Policy *(with signed contract)*
 - (10) *All certificates of insurance must be submitted 14 days prior to mobilization and must contain additional insured endorsement in accordance with Exhibit B of the subcontract.*
 - (11) Identification of Site Safety Coordinator *(See Attachment 1. Submit at time of mobilization and when any change is made to assignment).*
 - (12) Identification of Competent Persons *(See Attachment 2. At time of mobilization and at any time a change or absence is necessary)*
 - (13) Emergency Action and Evacuation Plan. *(See Attachment 3. Provide at time of mobilization and must be posted in break rooms and job shanty or trailer)*
 - (14) Any permit or special license required for work or employees by Federal, State or Local Law. *(Prior to the start of work)*
- b) The following safety related documents must be submitted to the project superintendent during the project:
- (1) Changes in designated site safety coordinator or competent persons. *(immediate)*
 - (2) MSD's for any material being introduced to the site. *(72 hours in advance of arrival.)*
 - (3) Weekly documented safety inspections. *(Friday of each week)*
 - (4) Tool box Safety Topics, and attendance sheets. *(each Monday)*
 - (5) Total project man-hours worked for the week, cumulative month, cumulative calendar year, and project total. *(each Monday with tool box talk reports.)*
 - (6) Documentation of initial site safety orientation training for each employee. *(before employee starts work)*
 - (7) OSHA form 301 for any work related injury/illness and NY State Employers First Report of Injury Form. *(Immediate upon notification of injury by employee)*
 - (8) A completed accident report and investigation for any accident or incident occurring on this project. *(Immediate)*
 - (9) Documentation of task specific safety training, i.e. confined space entry, use of atmospheric detection equipment, asbestos removal licensing, respiratory protection, Operation of aerial and scissors lifts, fork lift operation, helicopter lift procedures. *(Before employee starts work)*
 - (10) All special licenses, i.e. welders license, Hilti license, riggers license, operators license, asbestos removal license, lead abatement license, fire watch. *(prior to employee starting work.)*
 - (11) Minutes of safety meetings conducted on sites. *(Friday of each week)*
 - (12) Copy of current annual and monthly crane inspection report *(Prior to crane arrival)*
 - (13) Certification of lift beams, lifting jigs, rigging and crane assisted personnel lift devices. *(Prior to use)*
 - (14) Federal and State mandated postings, i.e. labor law, insurance, OSHA notice and 300 logs etc. will be provided by the subcontractor and posted in an area frequented by their employees.



- (15) A trained and certified first aid provider may be required by state OSHA plans or due to the remote location of the site. Proof of certification must be provided. (Immediate)

19. **PERSONAL PROTECTIVE EQUIPMENT:** Employers are responsible for the issuance, maintenance, inspection and training in the proper use of personal protective equipment. If the employee is responsible for providing their own equipment, the employer must inspect the equipment and train the employee in the proper use, care and inspection of equipment. Employees are additionally responsible for inspection prior to each use. *Defective equipment will be immediately tagged and identified as defective and removed from the site, or rendered inoperable and destroyed.* The following personnel protective equipment items are required at this project:

- a) **Safety Head Wear:** ANSI compliant Safety Head Wear (hard hats). Aluminum hats and bump caps are not permitted. Certified non-conductive Safety Head Wear must be utilized for electrical work or where contact with exposed energized circuits may occur. "Soft Shell" welding shields or grinding face shields are permitted only where there is no potential of being struck by a falling or flying object. Head wear must be worn in accordance with OSHA specs and manufacturers design.
- b) **Safety Eye Wear:** ANSI compliant Safety Eye Wear with side shields are required at all times on Kajima Construction/VJB LLC sites.
 - (1) Impact resistant full face shields and safety eye wear will be used when grinding, using chop saws, tile saws, brick saws, etc.
 - (2) Face shields, goggles or appropriate welding helmet with proper color density are required for welding and burning operations.
 - (3) Chemical resistant full face shields are required where exposure to chemicals may occur.
 - (4) Warning signs will be properly placed when lasers are in use.
- c) **Clothing:** The following clothing will be worn at this site:
 - (1) Long sleeve or ¾ sleeve shirts.
 - (2) Long pants
 - (3) Appropriate chemical, cut or heat resistant gloves where exposure exists.
 - (4) Chemical resistant clothing where exposure to spill or splash exists.
 - (5) Appropriate protective chaps or leathers for welding/burning.
 - (6) See Electrical Protective Equipment section for clothing requirements during live electrical work.
- d) **Foot Wear:** Employers are required to establish the appropriate type of foot wear based upon an evaluation of employee exposure. At a minimum, substantial shoes must be worn on all Kajima Construction/VJB LLC sites. No canvas or leather sneakers (even if equipped with steel toe) or sandals will be worn. All boots or shoes equipped with laces must be laced.
- e) **Fall Protection:** Single body belts will not be used at Kajima Construction/VJB LLC sites. Only four point harness with shock absorbing lanyards will be used. Four point harness with positioning lanyards will also be utilized.
- f) **Hearing Protection:** Hearing protection will be worn in high noise areas or while using certain tools, i.e. Hilti guns, chop saws, jack hammers, etc.
- g) **Respiratory Protection:** Respiratory protection will be used when required by exposure, i.e. exposure to hazards such as crystalline silica dust, lead, welding fumes, etc. When respiratory protection is required, the employer will submit evidence of compliance with OSHA Standard 1910.134. This evidence shall include proof of training; fit testing; and medical evaluation and certification by a company officer stating that the requirements have been complied with for each employee issued a respirator.

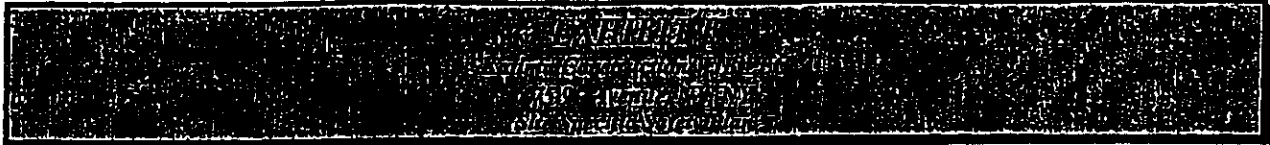
- h) **Electrical Protective Equipment:** It is the intention of Kajima Construction/VJB LLC that no electrical work will be performed live and Lock out/ Tag out procedures will be followed. In the event, however, that live electrical work is required, the requirements of paragraph 3 below will be followed. The following personnel protective equipment items, at a minimum, are required:
- (1) Protective gloves, rated for appropriate voltage, with current dielectric testing date.
 - (2) Protective mats, rated for appropriate voltage, with current dielectric testing date.
 - (3) Protective sleeves, rated for appropriate voltage with current dielectric testing date.
 - (4) Protective head, eye and face wear with electrical safety rating.
 - (5) Fire retardant clothing.
 - (6) All hot sticks and testing devices must also be properly rated and stamped with date of last test and/or calibration.
 - (7) No conductive jewelry, i.e. rings, eyeglass frames, bracelets or earrings will be worn during this work.

20. **GENERAL SAFETY RULES:**

- a) **Lighting and Power:** In areas where temporary lighting or permanent lighting cannot be provided to acceptable OSHA limits, subcontractors are responsible for providing additional lighting from floor stand units or flood lights. All temporary lighting must be compliant with 1999 NEC. No laundry drops are permitted from lighting circuits. Temporary power circuit will be GFCI Protected. Separate Branch Circuits will be provided for lighting and power. The electrical subcontractor will keep a log of all installed GFCT's and perform a monthly documented inspection as to status of the device.
- b) **Electrical Work:** No electrical connection will be made without coordination and identification of circuits by Building Management or their designated representative. Live or energized electrical work will not be performed at this site unless discussed with the KAJIMA CONSTRUCTION/VJB LLC Project Staff, KAJIMA CONSTRUCTION/VJB LLC Safety Coordinator, the building owner, the client and the subcontractors designated representative at an appropriately documented meeting. If live work, or energized work is required, it must be authorized in writing by a designated representative of the subcontractor performing the work. Minimum personnel protective equipment items are listed in paragraph 2 of this plan. Energized work will be performed as a last resort not as a matter of convenience.
- c) **Welding Work:** Unless coordinated by Kajima Construction/VJB LLC with the building manager, all welding and burning work will be performed off hours. Coordination for shut down of local smoke detection systems must be accomplished with the building manager.
- (1) Where welding is required, a fused disconnect switch for connection to the building electric panel by the electrical subcontractor is required.
 - (2) All welding machines will be equipped with an OSHA compliant disconnect switch.
 - (3) All welding and/or burning must be attended by a qualified fire watch.
 - (4) The fire watch must be present at all times during welding/burning and must remain on site for one hour after the temporary or permanent termination of hot work. This includes coffee breaks, lunch breaks, meetings, shift change, etc.
 - (5) Gasoline or diesel powered welding machines are not permitted.
- d) At least one elevator or personnel hoist with an emergency communications system must be kept available for use at all times per Fire and Building Department requirements once the building has attained the height of 75 feet.
- e) All necessary permits must be obtained and required testing performed prior to jumping any personnel hoist.



- f) A standpipe system shall be available and in readiness at all times for Fire Department use when the building has attained the height of 75 feet. Fire department take-off valves shall be available at each story below the construction floor.
- g) Standpipes will be connected to water sources and Siamese Connection
- h) Siamese hose connections will be kept clear of all debris and material, marked by a sign reading "Standpipe Siamese Connection and a red light.
- i) Construction Shanties will be constructed of noncombustible materials if located within 30 feet of the building.
- j) All floor and wall openings will be protected by a guardrail system or hole cover compliant with Building Code Section 27-1050 (C26-1907.9) and OSHA Standards.
- k) Stairwells will be equipped with OSHA compliant hand rail systems.
- l) Pan tread stairs will be solid filled prior to use.
- m) All unsafe conditions, accidents, incidents, near misses, work related injuries or illness must be reported immediately.
- n) The use, possession, or sale of alcohol or illegal drugs and/or possession of drug paraphernalia is prohibited.
- o) If lead, silica or any potentially hazardous materials are encountered during operations, stop work immediately and notify a supervisor.
- p) The elevator will not be used for egress during any emergency evacuation. Stairwells are to be used for primary egress routes and all workers must be familiar with their location and egress route. (see attachment 3)
- q) Do not enter barricaded areas and obey all warning signs.
- r) Proper work clothing and personal protective equipment will be worn at all times.
- s) Always remove nails from scrap lumber before stacking.
- t) Do not stand beside, or under suspended load and never connect fall protection to a suspended load.
- u) Workers will remain clear of antenna and microwave transmission equipment at all times.
- v) Fighting and/or horseplay are forbidden and will be cause for immediate removal from the site.
- w) All barricades, hand rails, or other fall protection and warning devices must be repaired and replaced immediately.
- x) Smoking is prohibited in all areas within the building and on the roof. This includes the use of smokeless tobacco and snuff.
- y) Aluminum ladders (step, extension or single unit) will not be used on this site.
- z) Messy clothing, signs, publications, gestures, photographs, etc. that are considered offensive will not be permitted. Anyone making commentary to employees or co-workers will be immediately removed from the site.
- aa) All windows will be closed each day before leaving the work area.
- bb) Chasing or cutting existing core or exterior walls for any work is not permitted.
- cc) Use of streets, sidewalk areas or any storage areas within the building require the approval of Kajima Construction/VJB LLC and the building manager.
- dd) Any construction operations causing noise, dust, vibration odors or other effects to areas outside of our designated construction space will be mitigated or performed during non-restricted hours. Kajima Construction/VJB LLC will be notified of all such work and approval of the building manager is required.
- ee) Any requirements for temporary shut-down or disconnect of any systems (Mechanical, electrical, fire alarm, etc.) during construction must be pre-approved by Kajima Construction/VJB LLC and the Building Manager.



- ff) All utilities (electrical, gas, oil, water) feeding the building will be locked out prior to selective interior demolition.
- gg) All utilities will be located, identified and disconnected at their source prior to full building demolition.

21. **HAZARD COMMUNICATIONS:** Employers must provide training to their employees in the hazard communication standard. This training must include at a minimum:

- a) The hazards of paint coatings being used at this site which contain silica and may be released during application. These paint coatings and associated solvents are flammable or combustible. Additionally, oxygen, acetylene, propane and other hazardous materials are stored on site.
- b) Rights and requirements of the Hazard Communication Standard.
- c) The hazardous materials used on this project or stored on this site.
- d) The location of Material Safety Data Sheets (MSD's) and how to read them.
- e) The hazards of materials they may be exposed to, the steps required to protect themselves and the personal protective equipment required.
- f) No worker will begin work at this site until this training and site safety training have been provided.

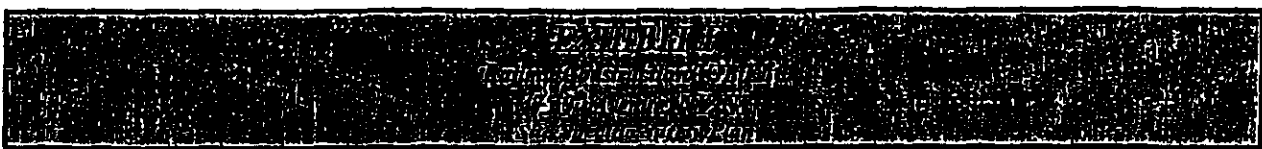
22. **FIRE PROTECTION AND PREVENTION:** (See General Safety Rules for Fire Department Requirements at 75 Foot Building Height).

- a) Workers will be advised as to location of fire extinguishers and their operation and the location of alarm boxes or emergency signaling devices.
- b) Only approved containers and portable tanks may be used for the storage and handling of flammable and combustible liquids or solid chemicals.
- c) One 20# ABC fire extinguisher or marked water barrels and buckets will be present for each 3000 square feet of protected building area. The travel distance to the nearest fire extinguisher will not exceed 100'.
- d) Fire fighting equipment will be conspicuously located and identified.
- e) Emergency equipment will not be used for fire watch duty.
- f) Materials will not be stored in front of fire fighting equipment or within 24" of fire sprinkler heads.
- g) All fire fighting equipment must be inspected on a monthly basis.
- h) All offices, shanties, job site trailers, designated smoking areas, etc. will be equipped with a minimum of one 20# ABC fire extinguisher.
- i) All shanties, break areas, smoke areas, etc. will be constructed from fire retardant material.
- j) A qualified fire watch will be posted at all times when sprinkler systems and/or alarms are disabled. Alarms and sprinkler systems will not be disabled without approval of Kajima Construction/VJB LLC and the client.

23. **HOUSEKEEPING:** Housekeeping is the responsibility of everyone at this site.

- a) All areas of public use must be cleared of ice, snow, grease, debris, equipment, materials, projections, tools, mud/water accumulation, substances or conditions that may constitute a slipping or tripping or fall hazard. Snow and Ice removal arrangements will be appropriate to ensure removal after normal working hours, on all weekends and holidays.
- b) Construction fences, sidewalk sheds, gates, roadways and sidewalks will be cleaned and maintained on a daily basis.
- c) Every effort will be made to remove offensive signs or graffiti from fences and/or sheds.

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- d) Sidewalk sheds will be cleaned and painted as necessary to present a professional appearance.
- e) Floors and stairs will be kept clean and clear of power cords and debris.
- f) Tools, equipment and material will be kept clear of all edges and openings.
- g) Sidewalk shed roofs will be frequently checked and cleared of all debris.
- h) Sufficient containers for the storage of garbage and debris will be on site and emptied to prevent accumulation.
- i) Containers will be covered and secured when full.
- j) Materials must be kept in neat stockpiles for easy access.
- k) Aisles, stairways, fire exits and doorways must be kept clear of materials, debris and electrical cords.
- l) All waste will be removed from the site on a frequent and regular basis. Recycling will be required in compliance with state and municipal requirements.
- m) Flammable and/or combustible material will be separated from all oxidizers and sources of ignition.
- n) Shafts will be cleared of all debris immediately.

24. **STEEL ERECTION AND DECKING:** All steel erection will be accomplished in accordance with OSHA 29 CFR 1926 Subpart R (Effective January 18, 2002), other applicable OSHA Construction Safety and Health Standards, this Site Specific Safety Plan, State and Local Laws governing safe work practices.

A. **Steel Erection Components And Design:** All steel erection components supplied will be in compliance with OSHA Standard 29 CFR 1926 Subpart R (Effective January 18, 2002), other applicable OSHA Construction Safety and Health Standards, this Site Specific Safety Plan and Local Laws governing safe work practices and design standards. *Structural steel that does not meet the previously cited standards will not be erected.*

- (1) **Site Preparation:** The Controlling Contractor will provide a flat, well graded lay down and shake-out area for the steel erection contractor. The space will be sufficient to accommodate all space required for lay down and shake out of steel and will have perimeter protection to prevent entry by those not involved in the steel erection operation. The site will be closely controlled for dust and maintained in a safe manner free of accumulation of trash, water, snow and/or ice. An access road will be provided around the perimeter of the building, graded and maintained to provide safe crane and aerial/scissors lift access and set up. The subcontractor/sub-tier responsible for steel erection will provide written requirements for this area to the controlling contractor.
- (2) **Work Area:** The work area will be properly maintained and lighted. No work will be permitted beneath steel erection or within the swing radius of cranes under load with the exception of the connector and rigger.
- (3) **Footings And Foundations:** Steel will not be set on footings, foundations or masonry walls until they have reached 75% of designed strength or have attained sufficient strength in accordance with specifications. The Controlling Contractor shall provide written proof of tests documenting the attainment of the designed strength.

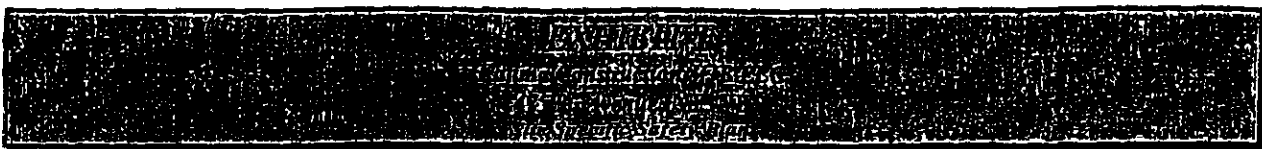
B. Columns And Foundation Bolts: All columns will be four bolt minimum columns. The Controlling Contractor will provide documentation to the steel erection subcontractor that all foundation bolts are installed according to design specifications. In the event that a foundation bolt must be modified or repaired, the "fix" will be determined, in writing, by the structural engineer to the Controlling Contractor. The Controlling Contractor will provide the specified "fix" to the proper subcontractor. All repairs and/or modifications will be inspected by a competent structural engineer for compliance with modification/repair specifications and approval of the modification/repair provided to the Controlling Contractor and affected subcontractor in writing.

C. Fall Protection: Written fall protection plans will be submitted by the Decking and Steel Erection subcontractors. They will address, at a minimum, the following:

- (1) 100% Fall protection is required at 6 foot working elevation for all detailers and leading edge decking work.
- (2) Fall protection for connectors is mandatory at the 15 foot working elevation. Fall protection options provided for erectors by OSHA 1926 Subpart R are not acceptable on this site.
- (3) Use of Crane Supported Personnel Platforms must be in accordance with all requirements of 29CFR1926.550(g).
- (4) Perimeter protection must be installed during initial structural assembly and installation points provided.
- (5) All loose objects aloft must be secured
- (6) Overhead protection provided from falling objects and swinging loads
- (7) No more than 3000 square feet of unsecured decking can be installed.
- (8) Floor and roof penetrations cannot be cut until needed.
- (9) Method of providing hole covers and penetration covers immediately.
- (10) Controlling Contractor pre-inspection and acceptance of fall protection installation prior to departure from site by the steel erection and/or decking subcontractor.

D. Steel Erection Plans: A qualified, authorized, competent and designated representative of the steel erection subcontractor and/or decking subcontractor will submit a detailed site specific steel erection plan to the Controlling Contractor. This plan will include, at a minimum:

- (1) Staging of Erection
- (2) Employer certification of worker training, names of authorized workers and certification of connector training and designation.
- (3) Hoist operations and routes for suspended loads.
- (4) Protection plan for prohibiting access to the erection area and swing space of the crane.
- (5) Requirement for documented annual, monthly and daily crane inspection by a qualified and designated competent person, which will include the following:



- (a) Control Mechanisms
 - (b) Drive Mechanisms
 - (c) Safety Devices
 - (d) Air and Hydraulic Lines
 - (e) Hooks and Latches
 - (f) Wire Rope Reeving
 - (g) Electrical Equipment
 - (h) Hydraulic Fluid Levels
 - (i) Tires/Track
 - (j) Ground Conditions
 - (k) Level of Equipment (Initial set up and after each move)
- (6) Crane information, including site position, cut sheet, wind load and load chart.
- (7) Copy of Operator/Master Rigger License.
- (8) Requirement for documented rigging inspection prior to each shift by a qualified, designated, competent person.
- (9) Plans for deactivation of safety latches on hook.
- (10) Multiple Lift Rigging Plan which shall, at a minimum, contain the following requirements:
- (a) Crane manufacturers certification of crane capability for multiple lifting for multiple steel (not multiple lines)
 - (b) Use of a multi-lift rig assembly
 - (c) Restriction of 5 or less beams at a time.
 - (d) All beams to be rigged separately to the hook.
 - (e) All beams to be 7 feet apart.
 - (f) Beams must be stabilized to remain level.
 - (g) Rigging capacity must have 5 to 1 safety factor.
 - (h) Members on the multiple lift rigging assembly must be set from the bottom up.
 - (i) Controlled load lowering used whenever the load is over the connectors.
 - (j) Training must be provided to all employees engaged in the multi-lift procedure and documentation provided to the Controlling Contractor.

E. Structural Steel Assembly:

- (1) No more than 8 floors shall be erected above permanent floors.
- (2) No more than 4 floors or 48 feet of unfinished bolting will be allowed.
- (3) All columns must be adequately braced and secured to remain stable as beams are set.
- (4) All structural columns must be secured before beam erection begins
- (5) A minimum of 4 anchor bolts are required for better stability.
- (6) Column bases must be designed to support a 300lb. Eccentric load located 18" off the top of the column.
- (7) Double beam connections must allow for positive securing of the first beam before the second beam is "flown" in
- (8) Perimeter columns must extend at least 48" above the finished floor to permit installation of perimeter protection.
- (9) Perimeter protection must be installed during initial structural assembly.
- (10) Installation points must be provided.
- (11) All open web steel joists will be landed, installed and accessed in accordance with 29CFR 1926.757.
- (12) Long bar joists will be installed per manufacturers requirements for bracing or:
 - (a) The row of erection bridging nearest the mid-span of the steel joists shall be installed.
 - (b) Hoisting cables will not be released until the bolted diagonal erection bridging is installed.

F. Walking And Working Surfaces:

- (1) Walking and working surfaces will be kept clear of all ice, snow and accumulation of debris.
- (2) No shear studs, anchors, etc. can be installed on the top flanges of steel unless other walking surfaces are provided.

25. MATERIAL HANDLING STORAGE AND DISPOSAL:

- a) All certificates of approval, operations and on site inspection of all cranes, derricks and or cableways shall be documented, provided to the Site Safety Manager and available for inspection.
- b) Copies of the crane operators license shall be provided to the Site Safety Manager and available at the job site for inspection.
- c) Permits for highway and street closings shall be available at the construction site.
- d) Jumping of cranes and hoists will be accomplished in accordance with the schedule submitted by the professional engineer and approved by the Department of Buildings.
- e) Communication devices or other effective means of communication will be provided when the operator of hoisting machinery has limited or no vision of the lift and/or loading area.
- f) *All environmentally regulated wastes and/or materials will be disposed of in accordance with Federal, State and Local regulations. The subcontractor will provide copies of all disposal manifests, disposal location information, haul firms hazardous waste handling license. All hazardous wastes will be segregated from construction debris.*
- g) Combustible waste or debris will be removed from the site daily.
- h) Debris chutes will be installed and maintained in accordance with Building Code 27-1-19 (C2-1901.3(h)).
- i) Stored material must be kept back at least ten feet from leading edges where walls have not been constructed. All materials shall be secured when not in use.

- EXHIBIT**
Kajima Construction/ VJB LLC
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WISCONSIN SAFETY PLAN
- j) Material may be stored within two feet of the edge of the building on the upper working floors, not more than two stories below the stripping operation on concrete structures or on the uppermost concrete floor on steel structures.
 - k) Under no circumstance will material be allowed to overhang the edge of the building unless banded and braced in preparation for relocation prior to the end of the workday. Where permitted, the material must be banded and braced and may overhang the floor of the stripping operation by not more than one third of its length, provided it is relocated by the next workday for concrete operations.
 - l) Know the weight of any object to be handled. Secure assistance or use mechanical lifting equipment if the load is too heavy or bulky.
 - m) Establish a firm footing, keep your back straight and lift with legs. Lift gradually; do not jerk or twist. Reverse the motion when placing the object down.
 - n) When placing blocks under raised loads, make sure blocking material is large enough to support the load safely. Keep hands, fingers, feet, etc. out from under the load. Make sure all workers are clear before setting load down.
 - o) Store materials in a manner which will not block exits, aisles, passageways, stairways or cover hazards such as floor holes and penetrations.
 - p) Do not block fire extinguishers, emergency eyewashes/showers, first aid kits or electrical panels.
 - q) Materials stored in tiers will be secured to prevent sliding, falling and/or collapse.
 - r) Materials stored inside should not be placed within 6 feet of any hoist way or inside storage area or within 10 feet of an exterior wall which does not extend above the materials stored.
 - s) Bags and bundles will be stacked in interlocking rows to remain secure. Bagged materials must be stacked by stepping back the layers and cross-keying the bags at least every 10 feet.
 - t) Pipes, drums, barrels and kegs should be stacked symmetrically. If stored on their sides, each tier will be blocked to prevent rolling.
 - u) Nails will be removed from used lumber prior to stacking and from form work being stripped.
 - v) Materials stored on roofs or exposed to the effects of wind will be tied down and stored no closer than 10 feet to the roof edge. Weight tolerance of the roof must be established.
 - w) **Storage Of Flammables And Combustibles:** *Flammable and combustible material will not be stored within the facility or within 25' of the exterior of the facility.*
 - (1) **LPG:**
 - (i) Containers will be placed upright on firm foundations or otherwise firmly secured.
 - (ii) LPG Cylinders will not be stored inside building. All cylinder storage will be in an area identified by the Kajima Construction/VJB LLC Site Safety Manager.
 - (iii) Storage locations will be equipped with at least one approved and clearly identified 20# ABC fire extinguisher and will be clearly marked with signs requiring "NO SMOKING WITHIN 50 FEET".
 - (iv) LPG containers will be separated from oxygen cylinders or any other oxidizer by a minimum of 20 feet or by a 1/2 hour fire rated wall with a minimum height of 5 feet.
 - (v) LPG storage areas will be protected from accidental damage from vehicles by barricading or other suitable means.
 - (vi) Empty cylinders will be clearly marked.
 - (vii) All Cylinders will be stored with their safety caps on.
 - (viii) Regulators for burning or welding rigs will be removed and safety caps installed when not in use and at the close of each work day.

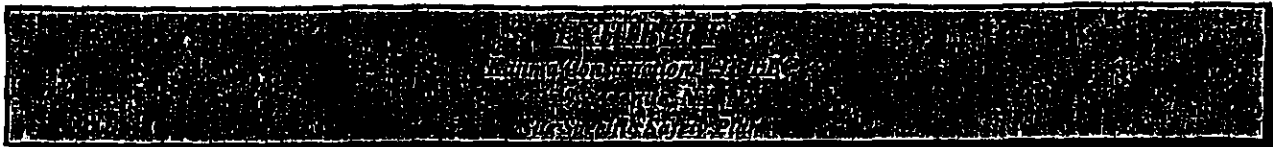
26. **TOOLS and EQUIPMENT:** Employers are reminded that inspections of tools and equipment are mandated by OSHA. Tools supplied by employees must be inspected by the employer prior to use and are subjected to periodic inspection by the employer.

- e) **Hand Tools:**

- f) **Power Tools:**

- g) **Powder Actuated Tools:**

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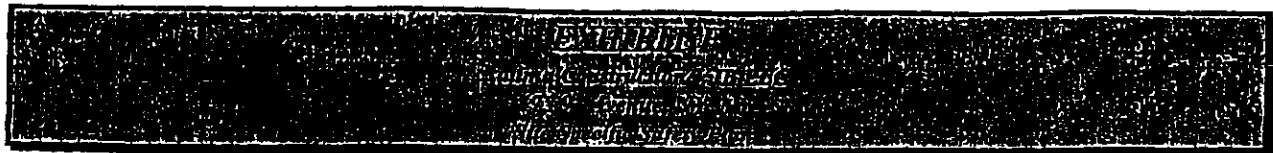


- (3) Tools shall remain unloaded until ready for use and loaded tools will not be left unattended.
- (4) Fasteners will not be driven into hard or brittle material or into material they will pass through.
- (5) Areas adjacent to fastening work will be surveyed to ensure that the area is clear of persons and that fasteners are not passing through material.

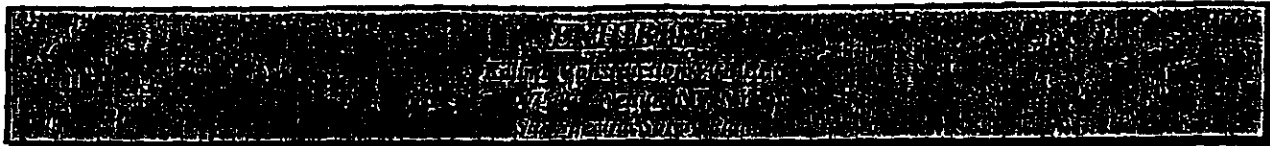
h) **Motorized Vehicles:** Gasoline and/or diesel powered equipment will not be utilized within the buildings. Propane powered equipment may be used provided it is properly maintained. All construction vehicles and excavation equipment will be equipped with audible back up alarms.

27. **ELECTRICAL SAFETY:** (Refer to paragraph 2 and 3 of this plan)

- a) Only properly trained and qualified electrical workers will be permitted to electrical closets, panels, switch rooms, etc.
- b) All electrical lines and equipment shall be considered energized unless otherwise identified.
- c) Energized work will not be permitted unless the requirements of paragraph 3(e) of this plan have been met.
- d) Temporary lighting will be connected in accordance with NEC requirements and will meet candle power requirements prescribed by OSHA. Candle power must be continually evaluated as walls and equipment are installed.
- e) All bulbs installed in temporary lighting shall be protected by an appropriate cage.
- f) Power will not be taken off lighting circuits. Power and lighting will be supplied by separate circuits.
- g) Ground fault circuit interrupters will be installed at the circuit panel, the outlet or between the outlet and electrical cord at all KAJIMA CONSTRUCTION/VJB LLC locations. Assured grounding programs are not acceptable.
- h) Ground fault circuit interrupters will be checked prior to each use and tested every two weeks.
- i) All power cords and welding leads will be inspected prior to use. Cords which are frayed, worn, spliced or contain exposed wires will not be used. Only approved electrical tape may be used to patch missing insulation. Conductive duct tape will not be used. Damaged cords must be immediately tagged "Do Not Use" and destroyed or removed from site.
- j) All cords shall be of the three-wire type and designed for hard or extra hard usage. Flat extension cords and Romex extension cords are prohibited.
- k) Electrical cord sets and welding leads will be kept clear of walkways and other locations where they may be subject to damage or present a tripping hazard.
- l) All cords and welding leads will be protected from foot and vehicle traffic, sharp corners and edges (i.e. cords exposed to closing doors and windows.)
- m) All live electrical installations, such as receptacles, switches, panel boxes, etc. will be protected by a faceplate or cover. Cardboard or sheet rock is not an acceptable cover.
- n) All electrical equipment and material will be of an approved type for the service and installation (i.e. hazardous material locations)
- o) All plugs, outlets, switches and panel boxes must be installed according to the national electric code. This includes assuring that receptacle boxes are permanently affixed. Romex type NM cable is not used in damp or wet locations, and that temporary wiring is located where it will not be subject to damage.
- p) Receptacles must be inspected for polarity and continuity of the ground. Receptacles whose polarity is reversed or whose ground is not continuous should be tagged out until repaired.
- q) All wire ends will be appropriately capped or taped.



- r) Live electrical outlets and switches will not be pulled from the wall and left unprotected.
 - s) Missing knock outs inside electrical panel boxes or on receptacle boxes and on all other equipment containing live parts must be covered or otherwise protected.
28. **CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT):**
- a) All workers will comply with their company established control of hazardous energy policy for isolating and energizing equipment, lines, circuits, etc..
 - b) Locks, tags, blanks, blinds etc. used to control the unexpected release of hazardous energy must be clearly identified for the use.
 - c) The name of the individual installing the lockout/tagout device will be clearly identified with the reason for the de-energizing of the system.
 - d) Unless a group lock out procedure is in place, each craftsperson working on a de-energized system must install their personal locking/tagging device.
 - e) No one, other than the individual installing the lockout/tagout device shall remove the device.
 - f) Interior building demolition will not begin until all utilities to the building have been isolated and locked out.
 - g) Full building demolition will not be undertaken until all utility sources are located outside of the building, disconnected and permanently isolated.
29. **WELDING/BURNING/CUTTING/GRINDING/OPEN FLAME (HOT WORK):**
- a) Only those workers trained, qualified and designated by their employer will perform "hot work".
 - b) If at all possible, a hot work area for welding and burning will be designated.
 - c) Workers in the area will be protected from eye injuries caused by flash burns or exposure to UV light by the installation of screens around the welding area.
 - d) The area below hot work, which is subject to spark or slag fall, will be barricaded or otherwise protected to prevent entry into the "fall zone."
 - e) No hot work will be performed within 35 feet of any flammable or combustible materials. No arc, air arc, open flame, welding or burning will be permitted in any area where the application of flammable paints, epoxies, adhesives, etc. is being accomplished, or where combustible dusts or flammable liquids and/or vapors are present.
 - f) If flammable or combustible materials cannot be removed, cleared or otherwise relocated, full spark containment, using approved fire retardant materials will be required. Fire ratings must appear on the material and a gas test and permit will be required.
 - g) A qualified fire watch will be provided for all hot work. The fire watch will be trained in the use of a fire extinguisher and summoning emergency response. The fire watch will remain at the site of hot work for ½ hour after the cessation of work. This includes coffee breaks, lunch and termination of work day.
 - h) Emergency fire extinguishers will not be used for fire watch.
 - i) Where possible, burning rigs will not be located in the baskets of aerial lifts or scissors lifts.
 - j) All exposed rigging (wire rope slings, nylon slings, etc.) will be protected from damage during welding, burning and cutting operations.
 - k) **Oxyacetylene Torches:**
 - (1) All connections will be clean and free from grease and oil.
 - (2) Hoses will not be laid across foot or vehicle traffic areas
 - (3) Special wrenches required to operate cylinder valves will be located near the valve for emergency shut off.
 - (4) Check valves and flash arrestors must be installed.



- (5) Quick closing valves on fuel gas cylinders should not be opened more than one and a half turns.
- (6) Valves will be plugged or capped when the cylinder is not in use.
- (7) Acetylene cylinders must always be stored, carried and transported in the upright position.

l) Compressed Gas Cylinders:

- (1) Valve protection caps must be in place when compressed gas cylinders are moved, transported, stored or not in use.
- (2) Cylinder valves must be closed when the cylinder is stored, empty or not in use.
- (3) Cylinders must be stored and secured in an upright position at all times.
- (4) Cylinders will not be secured by the valve and will not be secured to any electrical equipment or conduit.
- (5) Cylinders must be protected from excess heat and sparks or slag while stored or during use.

m) Electric Arc Welders:

- (1) Electrode holders will not be left unattended.
- (2) All welding cable must be insulated completely. Any splicing or repairs must have insulation with a resistance equal to or greater than the original insulation. No repairs are permitted within ten feet of the electrode holder.
- (3) Insulated boot covers or other suitable protection must be provided to protect terminals where welding cables are connected to the arc welder. Welding lead and ground line connections must be protected with an insulating cover.
- (4) All welding machines will be equipped with an OSHA compliant disconnect switch.
- (5) A fused disconnect switch for connection to the building electrical panel will be provided by a qualified electrical subcontractor.

30. STAIRWAYS AND LADDERS: A stairway or ladder must be provided at all points of access where there is a change in elevation of 19" or more unless a ramp, runway, sloped embankment or personnel hoist is provided.

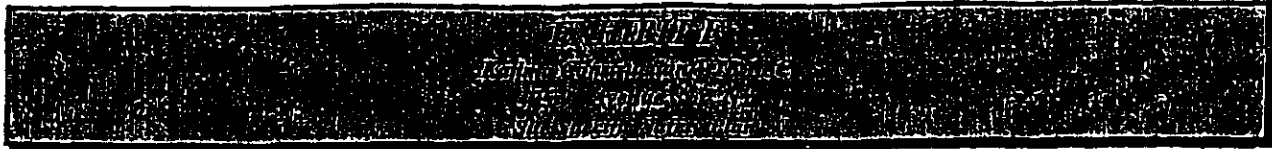
a) Stairways:

- (1) Stairways and ladders to office trailers and supply trailers must provide a platform which should extend 20" beyond the swing of the door and be protected by a standard guard rail system.
- (2) All stairways must be kept clear of debris, cord sets, nails, screws, hoses, slippery conditions or stored material.
- (3) Stairways greater than 30" high or having four or more risers must be equipped with a handrail, and mid rail on unprotected sides and edges.
- (4) Handrails must be between 36 inches and 37 inches high and capable of withstanding a 200 lb load in any direction with a minimum deflection.
- (5) A minimum clearance distance of 3" must exist between the rail and the wall or other appurtenances.
- (6) Pan treads, stairs and landings must be filled with wood or other solid materials and must be installed full width and depth if the stairs are to be used for foot traffic.

b) Ladders:

- (1) Aluminum ladders are not permitted on Kajima Construction/VJB LLC sites.
- (2) All ladders must be inspected prior to use. Rungs must be clean and free of damage or cracking. Damaged or defective ladders must be tagged, "DANGER DO NOT USE" and immediately removed from the work site or destroyed..

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- (3) Ladders used to access upper floor, platforms or roof must extend 3' above the egress point and be secured at the top. If the ladder cannot be secured and properly extended, an egress grab must be provided on both sides of the ladder.
- (4) All ladders must be secured at the top to prevent slipping or secured at the base by a fellow worker.
- (5) Ladders must be erected with a 4:1 ratio. i.e. for every 4 feet of working height, the base must extended 1 foot from a perpendicular line drawn from the top resting point.
- (6) Access and egress points to the ladder will be clear of debris and slippery surface.
- (7) Workers will face the climbing surface when climbing or working and will maintain three point contact with the ladder at all times.
- (8) Ladders will not be used in the horizontal position as a platform or scaffold pick.
- (9) Ladders will be used only for their designed use and within their design capabilities.
- (10) A double cleated ladder or two or more separate ladders will be used for access and egress in a working area of 25 or more employees or the ladder serves simultaneous two way traffic.

c) Step Ladders:

- (1) Step ladders must be used in a full open position only. They may not be used as a straight ladder or partially open.
- (2) The top platform and top step of a step ladder may not be used.
- (3) No more than one person will be allowed to work from a step ladder unless it is specifically designed to accommodate more than one.

31. RAMP AND WALKWAYS: Where a risk to the public is possible, all scaffolds, structural ramps, runways and platforms will be provided with standard rails, toe-boards, screening, or nets or as otherwise required by the building code and OSHA standards.

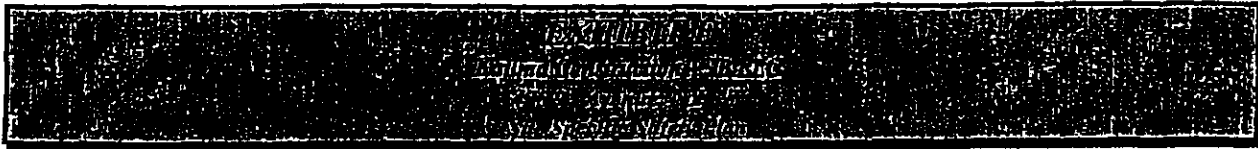
- a) Ramps and walkways 6' or more above a lower level must be equipped with a top rail, mid rail and toe board.
- b) Ramps or walkways will not be sloped greater than 1 vertical to 3 horizontal.
- c) If the slope of the ramp or walkway is steeper than 1:8, cleats must be securely fastened to the walkway and spaced no further than 14" apart.
- d) Ramps and walkways will remain clear of slippery surfaces, electrical cord sets, welding leads, debris or stored material.

32. SCAFFOLDING: All scaffold must be erected, altered, maintained and dismantled under the direct supervision of a competent person. The competent person must be identified, in writing, to the KAJIMA CONSTRUCTION/VJB LLC Project Superintendent. All precautionary measures, including the use of fall protection, must be pre-planned by the competent person. Documentation must be provided to the Project Superintendent stating the results of the review and the name of the competent person making the review. No scaffold will be utilized until the competent person has inspected the scaffold and applied the appropriate inspection tag. Any damaged or altered scaffold component must be immediately tagged and removed from the site. Workers assigned to scaffold work will be trained in safe work practice, fall protection and recognition of hazards associated with scaffold work.

- a) All scaffolding must be erected plumb and secure on sound, rigid ground. Base plates are always required and mud sills may be necessary.

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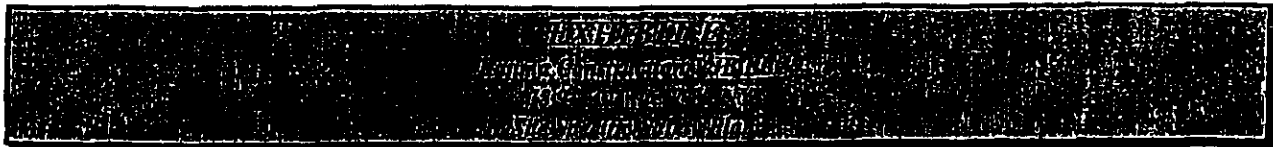
- b) The front edge of the scaffold platform(s) will not be more than 14" from the face of the work unless a guardrail system is elected along the front edge or personal fall arrest systems are used. For plastering and lathing operations, the edge may not exceed 18".
- c) Standard guardrails, mid-rails and toe-boards are required on all open sides and edges of scaffolds greater than 10 feet in height.
- d) Screen must be installed where tools or materials are stacked above the toe-board and workers are required to pass below the scaffold.
- e) A ladder, stair tower, ramp or other similar means of access and egress to scaffold platforms more than 24 " above or below a point of access must be provided. Climbing the end frames is prohibited unless the frames are designed with integral ladder frames. (Integral ladder frames have a rung length of at least 8"; a uniform rung spacing or no more than 16 3/4" and rest areas must be provided at 35' intervals.
- f) Ladders and stair towers should be positioned such that their bottom step/rung is not more than 24" above the scaffold supporting level.
- g) Workers cannot access or egress tubular welded frame scaffolds through or over the cross braces.
- h) Scaffold planks may overhang the end supports by no less than 6" and no more than 12" unless elected or otherwise secured in place.
- i) All scaffold platforms must be fully planked between the front uprights and the guardrail supports. Platforms must be decked so that no space between the planks or scaffold supports exceeds 1".
- j) Scaffold platforms and walkways must be at least 18" wide.
- k) All planking must be scaffold grade or equivalent and will not be cracked, split or oil soaked.
- l) Scaffold platforms must be free of ice, snow, build up of debris or any other hazard which may create a fall hazard.
- m) Scaffolds will not be overloaded.
- n) Unstable objects, such as spackle buckets, drums, barricade horses, etc. will not be used as scaffold bases.
- o) If guardrails are removed to land material or equipment, fall protection must be worn by the exposed workers.
- p) **Tubular Welded Frame Scaffolds:**
- (1) Scaffold legs must be set on adjustable bases or plain bases set on mud sills or base plates adequate to support the maximum rated load.
 - (2) Panels must be locked together to prevent uplift.
 - (3) Proper bracing by cross-braces, diagonal braces or both is required.
 - (4) Vertical tie off is required at the closest horizontal scaffold member to a 4:1 height to minimum base dimension, then repeated every 26 feet (for units wider than 3' base) or 20 feet (for units narrower than 3' base).
 - (5) Ties and braces must be installed at the end of each scaffold and at 30' intervals horizontally.
 - (6) Scaffold ties must be installed to prevent the scaffold from moving into or away from the structure. This will require the use of tie wire to prevent the movement away and a rigid stand-off to prevent inward movement.
- q) **Mobile Scaffolds:**
- (1) The height of mobile scaffolds will not exceed 4 times their minimum base dimension. This does not include "Perry" or "Baker" type scaffold which require outriggers at heights above one tier.
 - (2) Scaffolds must be braced by cross, horizontal and diagonal braces to prevent racking or collapse and to automatically square and align the vertical members.
 - (3) Platforms must be tightly planked.



- (4) An access ladder must be affixed to the scaffold in a location where its usage will not cause the unit to tip.
- (5) Casters and wheels must be locked to prevent movement when the mobile scaffold is in use.

33. **FALL PROTECTION:** Employers have the duty to provide fall protection for their employees on walking or working surfaces 6' above lower levels by use of guardrail systems (top rail, mid-rail and toe board), safety net systems or personal fall arrest systems (which includes harnesses, safety lines, retractable lifelines, anchorage points, etc.) One hundred percent fall protection is required at all times on this site. Subcontractors may be fined \$1000.00 for company or employee failure to comply with fall protection requirements and \$1000.00 for removing fall protection devices (such as railings, cables, floor/wall opening covers; failing to guard and/or replace the device and failure to maintain in safe condition.

- a) *Roof skylights must be covered by plywood "boxes" that will be anchored to prevent shifting or uplift during windy conditions. The construction of these boxes will be capable of supporting 2 times any anticipated load and will be marked with signs stating "DANGER - Hole Cover, Do Not Remove."*
- b) Body belts are not permitted at this site. Only four point suspension harnesses are permitted for work other than positioning. If a lanyard is required, it must be of a shock absorbing design.
- c) Workers must be protected by use of a harness and lanyard at all times while performing work in any aerial lift which articulates or extends away from the lift body.
- d) Workers in scissors lifts must wear a harness and lanyard at all times while in the lift. They must be "tied off" at any time when both feet are not firmly on the platform deck, while climbing in or out of the lift, if any portion of the guardrail system is not in place, and at any time while leaning over, through or sitting on the guardrail.
- e) Workers engaged in leading edge work 6' above lower levels must be protected by one or more of the systems mentioned above.
- f) Workers in hoist areas 6' or more above the lower surface will be protected from falls by a guardrail system or personal floor arrest system.
- g) Floor holes which workers may fall through must be protected by guardrail systems, personal fall arrest systems or the hole must be covered with a material capable of withstanding 2 times the maximum intended load. The cover must be anchored to prevent uplift or shifting and must contain a clearly visible and legible warning stating "DANGER HOLE - DO NOT REMOVE".
- h) Floor holes 2" or more in diameter over which employees may trip or step in must be protected by anchored covers.
- i) Floor holes 2" or more in diameter through which objects may fall to a lower level must be protected by covers.
- j) Workers engaged in form work or reinforcing steel six feet or more above adjacent levels must be protected by personal fall arrest systems, safety net systems or positioning devices.
- k) Ramps, runways and other walkways must be protected by guardrail systems.
- l) Excavations of 6 feet or more in depth must be protected by a guardrail system, fencing or hard barricades.
- m) Wells, shafts, pits and similar excavations must be protected by guardrail systems, fences, or hard barricades.
- n) Wall openings with inside bottom edge height of 39" and outside edge height of 6 feet or greater must be protected by guardrail systems, safety nets, slide guards or personal fall arrest systems
- o) Workers engaged in built-up roofing work on roofs with a ground to eave height of greater than 6' must be protected by:



- (1) A Motion Stopping System using standard railings, scaffolds or platforms with guardrails, safety nets, safety harness systems or in combination.
- (2) A warning line system installed in accordance with OSHA requirements.
- (3) A safety monitoring system specifically developed for this site on roofs of less than 50' in width where no mechanical equipment is being used.
- p) Workers engaged in pre-cast concrete erection at heights greater than 6 feet must be protected by guardrail systems, safety nets or personal fall arrest systems unless the use of these systems is impossible or creates a greater hazard. In that event, a site specific plan must be submitted to the Regional Safety Director for approval prior to work.
- q) Workers engaged in overhand brick/block laying will be protected by a controlled access zone and scaffolding fall protection requirements.

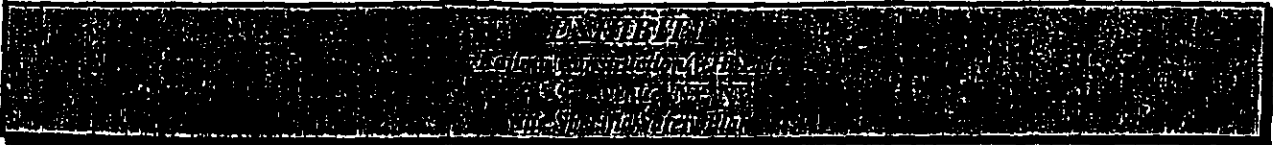
34. **FALL PROTECTION SYSTEMS:**

- a) Guardrail systems will include top rail, mid-rail and toe boards. The top rail will be installed between 42 inches and 39 inches and will be capable of withstanding a force of 200 pounds in any direction with a maximum deflection of 3". Mid rails will be installed at mid point between the walking working surface and the top rail. A toe board shall be no less than 4" in height. *Workers will not tie off fall arrest devices to hand rails. Any worker removing any portion of the guardrail system will immediately replace or otherwise guard the opening until replacement has been completed. Any damage to guardrail systems or any other fall protection device must be immediately reported.*
- b) Wire rope may be used as a guard rail system. It must be flagged every 6' with highly visible materials and a minimum of 1/4" diameter with double clamping installed at the connection points.
- c) Lumber used for guardrail construction must be sound and will not contain large, loose knots, splits or gouges. All nails must be driven in completely and double headed nails are not permitted.
- d) Floor and roof hole covers must be secured in place and constructed of material capable of withstanding 2X the weight of any object or employee which may pass over it. It must be marked clearly and legibly with "DANGER - HOLE - DO NOT REMOVE."

35. **FALL ARREST SYSTEMS:**

- a) Employers must review and inspect the adequacy and condition of fall arrest systems.
- b) Lanyards, vertical lifelines, D-rings and snap hooks must have a 5000# tensile strength and be inspected prior to issue and each use.
- c) All lanyard snap hooks will be of the locking type and connected in a manner which will prevent roll-out.
- d) Fall arrest or protection equipment will not be used for any purpose other than fall protection and will be used within their designed capacity.
- e) Workers using body belts for fall arrest should locate the D-ring in the center of the back. Workers requiring the use of lanyards must be equipped with shock absorbing lanyards.
- f) Fall arrest anchorage points must be able to withstand 5000 #'s per employee or designed with a safety factor of 2X the anticipated load.
- g) Fall protection systems will be installed, issued and used under the supervision of a competent person.
- h) All equipment installed or issued must limit a fall to 6' or less and will be installed and used to preclude swinging into walls, etc. or contacting equipment or material below.
- a) Positioning devices must limit a fall to 2' or less.

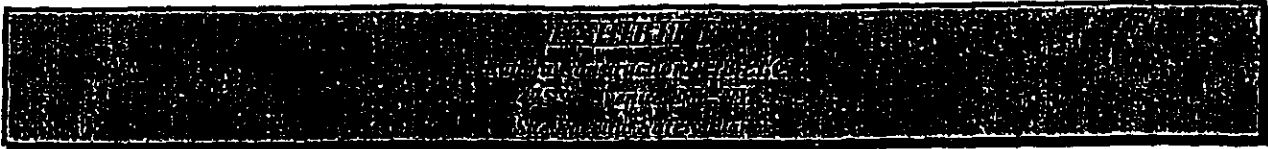
R & J
CONSTRUCTION



36. SAFETY NETTING:

- b) Horizontal safety netting must be maintained a minimum of two floors below the stripping operation floor on concrete structures or the uppermost finished and walkable concrete floor on steel frame structures, provided that the floor is seventy five feet in height above the adjoining ground or adjoining roof level.
- c) Horizontal safety netting must project outward, horizontally from the edge of the floor, a minimum distance of 10 feet.
- d) The horizontal safety netting may be omitted in designated crane and derrick lifting areas where indicated and approved on the crane application and site safety plan.
- e) Vertical safety netting must be provided at all floors below horizontally netted floors.
- f) Vertical safety netting must be maintained at each story with the following exceptions:
 - (1) The floor at grade.
 - (2) The story immediately above the sidewalk shed.
 - (3) The uppermost construction level.
- g) Vertical netting must be secured and kept closed at all times except during loading operations or perimeter construction operations.
- h) Where steel frames extend more than eight stories above a walkable concrete floor, vertical netting must be provided at all floors at and below the topmost working metal deck where the deck is substantially complete and required guard rail systems are in place. (Steel Frame Construction)

R & J
CONSTRUCTION



CERTIFICATION OF ATTENDANCE SHEET

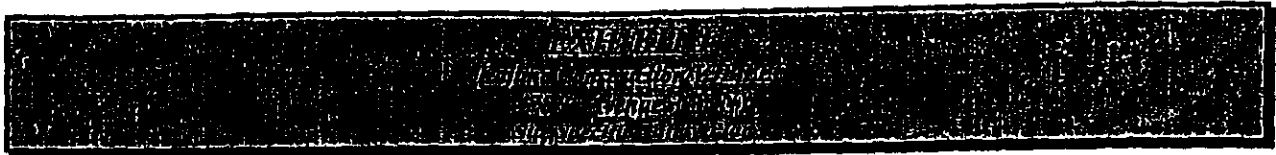
A signed copy of this form must be presented to the KAJIMA CONSTRUCTION/VJB LLC Project Superintendent for each worker before assignment to duty.

I certify that I have attended initial site safety training and that I understand the site safety requirements presented. I am aware that compliance with safety requirements are mandatory and failure to comply may result in removal from the work site. I have been advised of accident, incident, unsafe situation, emergency reporting, emergency response and evacuation requirements. I have also received training in Hazard Communication and am aware of the location of Material Safety Data Sheets for this site.

[illegible]

Name of Instructor _____ Date _____
Signature of Instructor _____ Company _____

R & J
STERN



Attachment 1
SAMPLE LETTER
(Designation of Site Safety Coordinator)

Kajima Construction/VJB LLC, Inc.
Project Address

Attn: Project Superintendent

Based upon review of OSHA 29 CFR 1926.32 and/or the State of New York Occupational Safety and Health Standards, I have determined that _____ will act as _____
(company name) as the designated site safety competent person for the above referenced project.

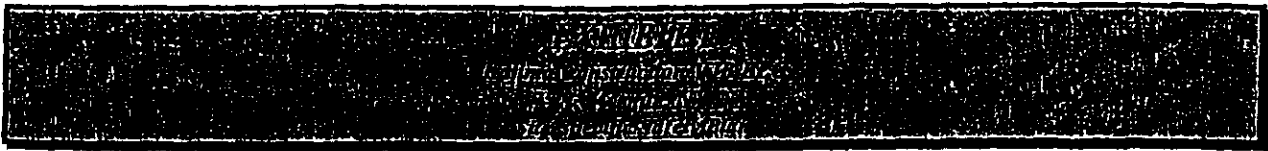
Mr. (Ms.) _____ has the authority to take any action necessary to eliminate hazards, unsafe actions or conditions which may effect the health and safety of our employees.

(Authorized Company Signatruce)

(Name of Authorized Individual

Title

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STAMP



Attachment 2
SAMPLE LETTER
(Designation of Competent Person(s))

Kajima Construction/VJB LLC Inc.
(Project Address)

Attn: Project Superintendent

Based on review of requirements established by OSHA 29 CFR 1926.32 and associated standards of the State of New York, the following named individual (s) will act as the designated competent person for the following activities:

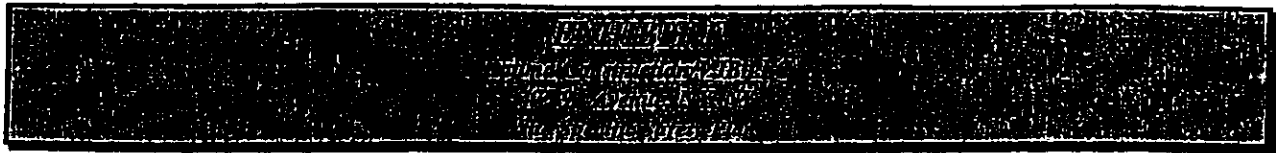
Excavations	_____
Scaffolding	_____
Ladder Inspection	_____
Fall Protection	_____
Crane Operation	_____
Rigging Inspection	_____
Confined Space Entry	_____
Electrical Work	_____
Lockout/Tagout	_____
Tool Inspection	_____
Motorized Equip Ins.	_____

(Authorized Signature)

(Name of Authorized Person)

(Title of Authorized Person)

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!!EMERGENCY NOTIFICATION!! (Attachment 3)

A copy of this notice must be posted at all job site telephones!

All accidents/incidents must be reported to the site safety coordinator at _____

In the event of Injury or Illness dial: 911

Emergency Medical Treatment will be provided by:

Facility: _____

Street Address: _____

City: _____

Phone: _____

In the event of fire, spill, leak or release, notify:

In-building emergencies must be reported to: _____

The Emergency Evacuation Form Up Area is located at:

(Subcontractors will execute an immediate attendance count and notify the Kajima Construction/VJB LLC Site Safety Coordinator or Fire Department of anyone missing)

Material Safety Data Sheets are located at: Kajima Construction/VJB LLC Project Field Office.

Additional safety concerns can be addressed by contacting the KAJIMA CONSTRUCTION/VJB LLC Regional Safety Director (Gary Wall) at 201-518-1391(work), 201-741-4377 (cell), or 610-250-0113 (home).

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DAILY SAFETY LOG
(Attachment 4)

	Areas Inspected By Site Safety Coordinator	
2.	Any Unsafe Acts or Conditions	
3.	Companies And Persons Notified Of Unsafe Acts Or Conditions	
4.	Date Of Notification And Correction Of Unsafe Acts Or Conditions	
5.	Any Accident Involving the Public Or Damage To Public Property	
6.	Any Violations Or Stop Orders Issue By The Department of Buildings, Including Date Issued And Date Lifted Or Dismissed	

Date

Signature of Site Safety Manager

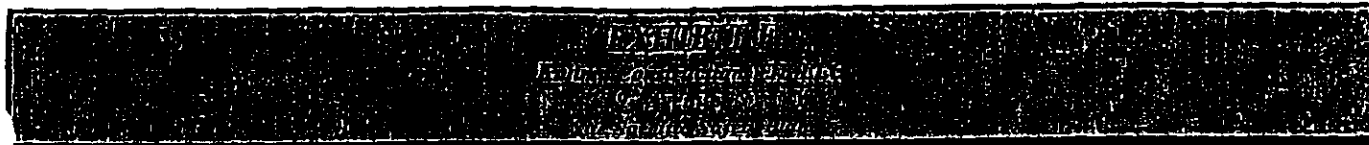
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DAILY PERMIT LOG
(Attachment 5)

1.	Description Of Equipment	
2.	Geographic Location Of Equipment	
3.	Permit Number	
4.	Issue Date Of Permit	
5.	Expiration Date Of Permit	
6.	Note: Attach Certificate (If Required)	

Date

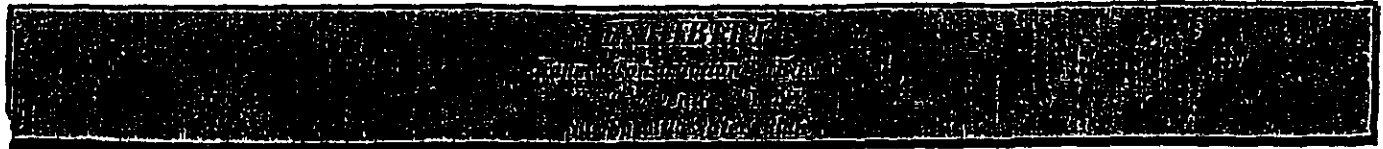
Signature of Site Safety Manager



DAILY SAFETY INSPECTION LOG
(Attachment 6)

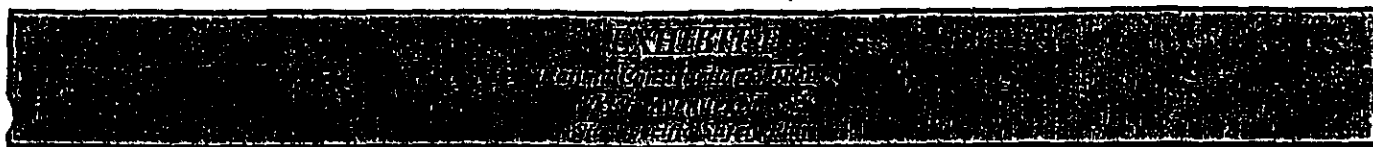
Physical Inspection starts from the uppermost level and proceeds to the basement. Check the following:

		Yes	No	Date, Company, Individual Notified
1.	All exterior guardrails and toeboards. (Two cables are acceptable)			
2.	Stairwells for rails and toeboards.			
3.	Coverings over all openings in floors.			
4.	Temporary wooded partitions on each floor for the personnel elevator on each floor to insure it is secured to concrete or steel decks.			
5.	Elevator in readiness when building height exceeds 75'.			
6.	Standpipe when building exceeds 75'.			
a.	Valves in place at each story one story below construction floor.			
b.	Standpipes connected to water sources and siamese connected to standpipe.			
c.	Standpipe marked by metal sign and red light at night.			
d.	Housekeeping / Storage of Material			
e.	Piles of dirt and material maintained at least 10' from penimeters of building.			
f.	All areas used by public free of ice and debris.			
g.	Floors and stairs clean of any debris.			
h.	The roof of the sidewalk shed and the street shall be cleaned of debris.			
i.	Sufficient containers for the storage of garbage and debris shall be in place.			
j.	Containers shall be covered when full and secured			



k. Combustible waste material or combustible debris shall be removed from the site.				
l.	Chutes, when used for the removal of debris, shall be installed and maintained in accordance with the Building Code 27-1019 (C26-1901.3 (b)).			
		Yes	No	Date, Company, Individual Notified
m.	When exterior walls are not in place, stored material shall be kept at least ten feet back from perimeter of the building. If the floor area is less than one thousand square feet, stored material may be kept not less than five feet back from the perimeter of the building.			
n.	Material stored on floors of a building shall be secured when not being used.			
o.	Material may be stored to within 2 feet of the edge of the building only on the upper working floors located not more than 2 stories below the stripping operation on concrete structures or on the uppermost concrete floor on steel structures.			
p.	No material shall hang over the edge of a building unless banded and braced preparatory to relocation prior to the end of the workday.			
q.	Where such material is so banded and braced it may overhang the floor of the stripping operation by not more than one-third of its length so long as it is relocated by the next workday for concrete operations.			
r.	Where the steel mill and lumber mill are located, material may overhang for relocation until the next workday. Maximum number of floors designated as steel mill or lumber mill is two.			
7.	Construction shed constructed of fireproof materials if located within 30' of building.			
8.	Sidewalk sheds			
a.	Must extend length of building.			
b.	When the building exceeds 100 feet in height, shed must extend 20' beyond the property line			
c.	Sheds must be illuminated at night by 200-watt bulbs spaced 15 feet apart at a minimum height of 8 feet above floor.			
9.	Escape hatches, where salamanders or other heating equipment are being used during placing of concrete			
10.	A Flagman is required during the following intermittent operations:			
a.	Trucks entering and exiting site			
b.	Materials being lifted over sidewalk shed.			

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c	Dangerous operation, i.e., blasting.			
d.	When sidewalk and/or street temporarily closed.			
11.	Protection for adjoining property, required when height of building exceeds that of adjoining property.			
		Yes	No	Date, Company, Individual Notified
12.	Check excavation for:			
a.	Underpinning			
b.	An embankment slope 45° or shoring (guardrails, toeboards on ramp)			
c.	Railing around hole			
d.	Protection for adjoining properties			

Date

Signature of Site Safety Manager

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Exhibit G**FORM OF PARTIAL RELEASE AND WAIVER OF CLAIMS, LIENS AND RIGHTS OF CONSTRUCTION MANAGER and SUBCONTRACTORS**

(Form of payment receipt) (To be filled out on Construction Manager's letterhead)

To: The Borrower and Construction Manager named below and Fleet Bank

Period Ending ("date") _____, 200_____

Re: Borrower:	
Premise:	
General Contractor:	
Contract work:	
Contract Date:	
Original Contract Amount:	\$
Change Orders:	\$
Adjusted Contract Amount:	\$
Amount of Work Performed to Date:	\$
Retainage Amount Not Yet Due:	\$
Net Amount Due To Date:	\$
Total Payments Received to Date:	\$

The undersigned contractor, subcontractor or supplier hereby acknowledges receipt of \$ _____ (in cash only and not in equivalents or other agreements) and aggregate payments equal to the Total Payments received to Date stated above. DOES HEREBY CERTIFY AND ACKNOWLEDGE that it has received all sums due and owing to it for work performed or materials supplied at or in connection with the Project to the date of all prior requisitions and DOES HEREBY FOREVER RELEASE AND WAIVE for itself, its successors and assigns (a) any and all rights, claims and demands it has or may have against the General Contractor or the Borrower identified above, and their respective successors and assigns (collectively, the "Released Parties") to the date of all prior requisitions : and (b) all right which it has or may have pursuant to the New York State Lien law to file any lien against the Project or any interest of any of the Released Parties therein or any other assets or interest of any of the Released Parties.

The undersigned represents that it has fully paid all its subcontractors, laborers, materialmen and any other person retained or hired by the Company on or in connection with the Project to date (including without limitation all union benefits) and the undersigned agrees to indemnify and save and hold the Released Parties harmless from any and all claims and expenses, including attorney's fees that may be made by any of the undersigned's subcontractors, laborers, materialmen, for any damages, injury or liability arising from or in connection with the performance of the work or the furnishing of materials or any of its or their subcontractors, laborers, materialmen, agents,

servants and employees in performance of the Subcontract or Purchase Order, or anywise in connection with any of the work performed or materials furnished upon or in connection with the Project or any breach or default by the undersigned hereunder. In the event a lien is filed against the property in connection with the subcontractor's work, the undersigned agrees to immediately post a bond in satisfaction of the lien and to proceed to discharge the lien and/or satisfy any judgment or award rendered. Any or all of the Released Parties may at their option (i) post a bond, and discharge such lien (ii) defend any action related to lien, (iii) pay and satisfy any judgment or award and the undersigned shall be responsible for and pay such Released Parties all direct and indirect costs thereof, including attorney fees. The undersigned further stipulates that the signatory hereto is an authorized officer with full power to execute this waiver and release a claim

Duly authorized, executed and delivered by the undersigned this _____ day of _____
200_____

WITNESSED OR NOTARIZED BY:

(1) _____

Supplier)

(Contractor, Subcontractor or

(2) _____

By: _____

CHIEF FINANCIAL OFFICER

Exhibit J

SUBCONTRACTOR

TRADE: _____

FINAL RELEASE

For and in consideration of the final payment of \$ _____ made by _____ the receipt and adequacy of which is hereby acknowledged by _____, (the "Undersigned"), the Undersigned on its behalf and on behalf of anyone directly or indirectly employed by it, hereby fully and forever releases, acquits and discharges, the _____ (the "_____"), and _____ and each of their respective agents, attorneys, employees, officers, directors, partners, trustees, stockholders, successors and assigns, whether disclosed or undisclosed (all of the foregoing being hereinafter individually and collectively referred to as the "Releasees") from all manner of action and causes of action, suits, chooses in action, contracts, covenants, claims, bonds, bills, debts, dues, sums of money, rentals (including rentals due and subsequently to become due), commissions, compensation for purported personal services rendered, mechanic's liens, builder's trust fund claims, judgments, executions, damages, delay damages, demand and rights whatsoever, at law or in equity, now existing or which may hereafter accrue in favor of the Undersigned by reason of any facts existing at the date hereof, including, without being limited to, any and all claims or liability which have arisen or which shall arise in connection with that certain contract dated _____ between _____ and the Undersigned, as Subcontractor and for all work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project known as _____ and all field claims, reference number charges and credits, backcharges, credits, revision orders (whether signed or unsigned), hoist charges, contract amendments and all other work with regard to such project.

Further, the Undersigned certifies, warrants, and represents that all claims, including taxes, arising out of any work performed or any materials supplied by any subcontractors to or suppliers of the Undersigned or anyone directly or indirectly employed by any of the foregoing with respect to such project (including without limitation all union benefits) have been satisfied, and any liens arising out of such work or materials, which have been filed or recorded, have been released, satisfied and discharged, and that no other claims of any kind, have been made or are anticipated to be made by any person or entity.

If, after the aforesaid final payment, any claims or liens are mad against the Releasees in connection with work performed or materials used by the Undersigned, or any subcontractor or supplier of the Undersigned, or anyone directly or indirectly employed by any of the foregoing, with respect to such project, and the Undersigned shall indemnify the Releasees, hold the Releasees harmless and defend the Releasees, by counsel acceptable to Releasees, from and against

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all costs and expenses thereof, including without being limited to, the cost of discharging any liens and all legal fees or costs or any other charges.

The undersigned hereby covenants and agrees that the Undersigned will not commence or prosecute any action or suit, at law or in equity, against the Releasees on account of any claim or cause of action which now exists or which may hereafter accrue in favor of the Undersigned based upon any facts existing on the date hereof.

The person signing on behalf of the Undersigned represents and warrants that he is duly authorized and empowered to sign and execute the Final Release on behalf of the Undersigned.

IN WITNESS WHEREOF, the Undersigned has caused this instrument to be executed in its corporate name as of the _____ day of _____, 200_.

By: _____
Name: _____
Title: _____

State of New York)
) ss:
County of _____)

On the _____ day of _____, in the year 200_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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1/24/08

Exhibit M

Construction Manager's and Major Subcontractors' Letter
(On Construction Manager's Letterhead)

December 21, 2001

[Name and Address of Lender]

Attention: Real Estate Finance

Re: Premises:
Improvements:
Borrower:
Contract Amount: \$
Contract Date:
Contract Work:
General Contractor:
Change Order Amount: \$
Aggregate Change Order Amount: \$ _____

Gentlemen:

We are the _____ contractor engaged by Borrower of the Construction Manager, if any, named above to perform the Contract Work described above as part of the construction of the Improvements on the Premises. In consideration of your making a loan to the Borrower to finance said construction, we agree that in the event of a default by Borrower under its contract with us (the "Contract") or any of its loan documents with you we shall, at your request, continue performance on your behalf under the Contract in accordance with the terms thereof provided that we shall be reimbursed by you in accordance therewith for all work, labor and materials rendered on your behalf, as well as for all monies which are in arrears from the Owner to us so long as Construction Manager has provided notice of such arrears to lender no later than 30 days after occurrence. Similarly, you will cure all other defaults by the Owner under

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the Contract so long as Construction Manager has provided notice of such arrears to lender no later than 30 days after occurrence.

We have examined the Schedule of Plans attached to the Letter dated December 10, 2001 from Borrower's Architects, which is hereby certified by us as being the same documents provided to our organization to complete the Project.

We further agree that we shall not perform work pursuant to any change order to the Contract which will result in (A) a change in the contract price in excess of the Change Order Amount, nor pursuant to any such change order which, together with the aggregate of change orders theretofore executed between Borrower and us (excluding those theretofore specifically approved by you) will result in an increase or decrease in such price in excess of the Aggregate Change Order Amount or (B) a change in the character of the Improvements, unless in either case, we shall have received your specific approval of such change order. In the event we fail to secure such approval, the Contract shall, for the purposes of our obligation aforesaid to continue performance thereunder for your benefit, be deemed not to have been modified by such change order.

We hereby covenant and agree that in the event any loan proceeds are disbursed directly to us, we will receive any such advances and will hold the right to receive the same as a trust fund for the purpose of paying the costs of constructing the Improvements owed to our subcontractors, suppliers, laborers and materialmen and we will apply the same first to such payment before using any part thereof for any other purpose. If Borrower fails to make any payments to us required by the Contract for more than 30 days, we will promptly notify you in writing of the amount and nature of such default.

The officer executing this letter on behalf of the undersigned hereby personally certifies that the undersigned contractor has full authority under all state or local laws and regulations to perform all of its obligations under the Contract in accordance with the terms thereof.

Very truly yours,

By: _____

President

(Seal)

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